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Board of Industrial Relations

BULLETIN

ON THE BOARD'S ACTIVITIES

APRIL 1st, 1972 TO JUNE 30th, 1972

ALBERTA

DEPARTMENT OF MANPOWER AND LABOUR

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BOARD OF INDUSTRIAL RELATIONS

B U L L E T I N

ON THE BOARD'S ACTIVITIES

APRIL 1st, 1972 to June 30th, 1972

ISSUED BY

THE PROVINCE OF ALBERTA

DEPARTMENT OF MANPOWER AND LABOUR

E D M O N T O N

Second-class mail
Registration No. 1790

DEPARTMENT OF MANPOWER AND LABOUR

HONOURABLE DR. A. E. (BERT) HOHOL

Minister

D. I. GARDNER

Deputy Minister

BOARD OF INDUSTRIAL RELATIONS

MEMBERS

R. B. d'ESTERRE - Chairman

R. JAMHA W. N GRAY

WM. G. WRIGHT E. S. SUNLEY

G. E. GOUGH

Secretary

J. ELSINGA

Registrar

W. MADAY

Director of Labour Standards

J. R. HUTTON

Director of Labour Relations

G. H. WRIGHT

Director of Research

Published every three months by:
The Research Division
Department of Manpower & Labour
Edmonton, Alberta

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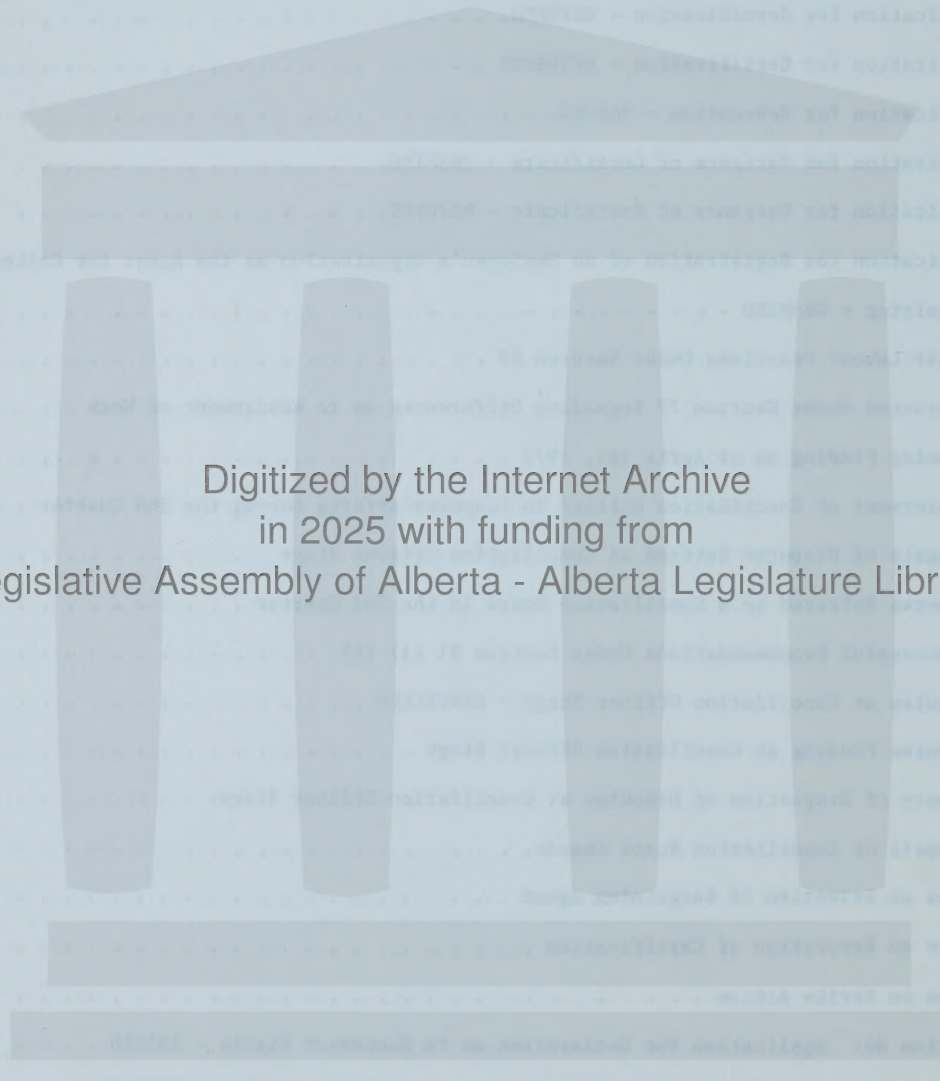

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STATISTICAL INFORMATION

This information is a summary of the activities of the Board of Industrial Relations in the Administration of The Alberta Labour Act during the period of April 1st, 1972 to June 30th, 1972.

Parts I to IV of The Act inclusive deal with Hours of Work, Minimum Wage, Labour Welfare, Vacation Pay, General Holiday Pay, and Industrial Standards Schedules.

Part V sets forth procedure for the purposes of Collective Bargaining.

The Bulletin deals with those phases of the Board's work in giving assistance to workers and employers effecting just and friendly settlements of all disputes.

PARTS I TO V INCLUSIVE - 1972	April 1st/72 to June 30th/72	Jan. 1st/72 to June 30th/72
Number of Board Meetings (including Public Hearings)	17	37
*Number of Executive Committee Meetings	4	12
Number of Inspections	12,995	**26,207**
Number of Business Places Inspected	2,754	5,647
Number of Employees Affected	41,362	81,609
SETTLEMENTS MADE		
Overtime Arrears	$ 21,760.04	$ 46,909.36
Vacation Pay Orders	$ 24,211.57	$ 49,960.12
Under-Payment of Wages Due	$ 4,411.63	$ 8,057.79
Non-Payment of Wages Due	$ 56,902.42	$ 123,640.90
General Holidays	$ 5,754.87	$ 13,598.21
TOTAL	$ 113,039.53	$ 242,165.38
Number of Employees Affected by above Settlement	1,409	2,803
Number of Complaints Received	2,096	4,496
Amount of Weekly Increase Obtained for Employees	$ 180.49	$ 568.97

* Came into effect in March, 1971.

STATISTICAL INFORMATION

	Apr. 1st/72 to June 30th/72	Jan. 1st/72 to June 30th/72
CERTIFICATIONS		
Application for Certification - ISSUED	68	132
Application for Certification - REFUSED	19	39
Application for Certification - RETURNED	1	1
REVOCATION OF CERTIFICATIONS		
Certifications Revoked	2	2
Applications Refused	--	--
Applications Returned	--	--
VARIANCES OF CERTIFICATES		
Application for Variance - GRANTED	8	19
Application for Variance - REFUSED	2	2
CONSOLIDATIONS OF CERTIFICATES		
Application to Consolidate - GRANTED	--	--
Application to Consolidate - REFUSED	--	--
APPLICATION FOR REGISTRATION OF AN EMPLOYERS ORGANIZATION AS THE AGENT FOR COLLECTIVE BARGAINING		
Application for Registration - GRANTED	1	2
Application for Registration - REFUSED	--	1
UNFAIR LABOUR PRACTICES		
Complaints	6	10
CONCILIATIONS		
Settled at Conciliation Officer Stage	23	39
Referred to a Conciliation Board	2	2
Unsuccessful Recommendations Under Section 91 (1) (b)	21	37
Pending	32	51
Cancelled	2	8
CONCILIATION BOARDS		
Unanimous Board Awards	--	1
Majority Board Awards	--	1
Dissent by Employer's Member	--	--
Dissent by Employee's Member	--	1
Acceptance of Board Awards by Both Parties	1	2
Acceptance of Board Awards by Employers Only	--	--
Acceptance of Board Awards by Employees Only	--	--
Rejection of Board Awards by Both Parties	--	--
Rejection of Unanimous Awards by Both Parties	--	1

STATISTICAL INFORMATION

	Apr. 1st/72 to June 30th/72	Jan. 1st/72 to June 30th/72
VOTES		
RE: Conciliation Board Awards	--	3
RE: Selection of a Bargaining Agent	2	6
RE: Revocation of Certification	--	--
RE: Strike Action	10	20
In Favour	9	19
Against	--	--
Split Decision	1	1
Strikes Arising During The Year		
After Provisions of The Alberta Labour Act	2	3

* * * * * *

PROSECUTIONS	Apr. 1st/72 to June 30th/72
Charges carried over from Previous Period	517
Number of Charges Entered	488
Convictions	136
Withdrawals	80
Dismissals	2
Warrants Executed	3
Committals	0
Amount of Fines Assessed	$1,258.00
Amount of Costs Assessed	$ 211.80
Failure to Comply with Magistrates Orders	278

AMOUNTS IMPLICATED	
Minimum Wage	$ 554.57
Wage Arrears	$4,872.14
Vacation Pay	$2,671.05
General Holiday Pay	$ 267.49

SUMMARY OF COURT CASES - BOARD OF INDUSTRIAL RELATIONS

APRIL 1st, 1972 to JUNE 30th, 1972

Sections of The Alberta Labour Act under which Charges Laid for Infractions		FINES	COSTS	I/D DAYS	ARREARS	Charges Brought Forward and Disposition			New Cases this Period and Disposition			CONVICTIONS	DISMISSALS	WITHDRAWALS	COMMITALS	WARRANTS EXECUTED	BALANCE
						No.	Completed	Balance	No.	Completed	Balance						
Sec. 12	Failure to maintain or produce records	350.00	16.50	126	0	8	7	1	7	2	5	7	0	2	0	0	6
Sec. 29(1)(a) & 29(1)(b)	Minimum Wage and Overtime	45.00	5.30	22	554.57	36	8	28	66	0	66	6	1	1	0	1	94
Sec. 29(1)(f)	General Holiday Pay	86.00	12.40	20	267.49	89	21	68	43	1	42	16	0	6	0	0	110
Sec. 30(2) & Sec. 30(3)	Wages	375.00	94.40	74	4,872.14	192	32	160	150	11	139	27	1	15	0	2	299
Sec. 33(4)	Vacation Pay	402.00	83.20	37	2,671.05	156	110	46	218	1	217	80	0	31	0	0	263
Sec. 29(3), 30(5) & 33(5)	Failure to pay Judges Order	0	0	0	0	36	22	14	4	3	1	0	0	25	0	0	15
	TOTALS:	$1,258.00	$211.80	279	$8,365.25	517	200	317	488	18	470	136	2	80	0	3	787

THE ALBERTA LABOUR ACT

APPLICATION FOR CERTIFICATION

ISSUED

APRIL 1st, 1972 to JUNE 30th, 1972

1. The Building, Construction & General Laborers' Local Union No. 92, Edmonton and Smith Bros. & Wilson Limited, Edmonton.

AMENDED UNIT:	"All labourers when employed as general labourers, foremen, mortar mixers, motor buggy operators, toolcrib men, farm tractor operators, jackhammermen, vibrator men, dumpmen, tampermen, pump tenders, tubular scaffolders, chippermen, pipe-layers (non-metallic), pushers, heater tenders, surveyors helpers and watchmen (excluding security personnel). Labourers tending all crafts including mixing, handling and conveying of all materials handled by the crafts."
Number of Employees in Unit:	27
Received March 7, 1972.	
Certificate Number:	65 - 72
Issued April 4, 1972.	

* * * * * *

2. The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 146, Edmonton and Bird Oil Equipment Ltd., Calgary.

AMENDED UNIT:	"All hourly employees who are employed in or about the fabricating shop, Devon, Alberta, excluding office help, field employees and foremen with the right to hire and fire."
Number of Employees in Unit:	4
Received February 17, 1972.	
Certificate Number:	66 - 72
Issued April 4, 1972.	

* * * * * *

3. The United Brotherhood of Carpenters & Joiners of America, Local Union 2410, Red Deer, and Timcon Construction Ltd., St. Albert.

AMENDED UNIT:	"Carpenters, carpenter apprentices and carpenter foremen."
Number of Employees in Unit:	6
Received February 28, 1972.	
Certificate Number:	67 - 72
Issued April 4, 1972.	

* * * * * *

4. The United Brotherhood of Carpenters and Joiners of America, Local 1325, Edmonton and Beton Structures Ltd., Edmonton.

AMENDED UNIT:	"Carpenters, Carpenter Apprentices and Carpenter Foremen."
Number of Employees in Unit:	3
Received March 2, 1972.	
Certificate Number:	68 - 72
Issued April 6, 1972.	

* * * * * *

5. The United Brotherhood of Carpenters and Joiners of America, Local 846, Lethbridge and Wesbridge Construction Limited, Lethbridge.

UNIT:	"Carpenters, Carpenter Foremen and Carpenter Apprentices."
Number of Employees in Unit:	4
Received March 23, 1972.	
Certificate Number:	69 - 72
Issued April 6, 1972.	

* * * * * *

6. The Beverage Dispensers International Union, Local 265, Calgary and Royal Canadian Legion, West End Branch #102, Calgary.

UNIT:	"All Mixers, Tapmen, Waiters, Waitresses."
Number of Employees in Unit:	5
Received March 16, 1972.	
Certificate Number:	70 - 72
Issued April 11, 1972.	

* * * * * *

7. The International Brotherhood of Painters and Allied Trades, Local 583, Calgary and Whynot Construction Limited, Calgary.

UNIT:	"Journeymen painters, decorators and registered apprentices including working foremen."
Number of Employees in Unit:	3
Received March 2, 1972.	
Certificate Number:	71 - 72
Issued April 12, 1972.	

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8. The United Brotherhood of Carpenters and Joiners of America, Local 846, Lethbridge and Glascon Industries Ltd., Lethbridge.

UNIT:	"All employees excluding those with power to hire and discharge, office staff and salesmen."

Number of Employees in Unit: 29
Received March 13, 1972.
Certificate Number: 72 - 72
Issued April 12, 1972.

* * * * * *

9. The Canadian Union of Public Employees, Local 838, Calgary and Red Deer Auxiliary Hospital & Nursing Home District 14, Red Deer.

UNIT: "All employees employed by the Red Deer Auxiliary & Nursing Home District #14 in the Valley Park Manor Nursing Home in Red Deer, Alberta, except Registered Nurses and Graduate Nurses, Certified Nursing Assistants, Diet Supervisor, Housekeeping Supervisor, Director of Nursing & Recreation Therapist."

Number of Employees in Unit: 56
Received March 10, 1972.
Certificate Number: 73 - 72
Issued April 12, 1972.

* * * * * *

10. The General Teamsters, Local Union No. 362, Calgary and County of Warner No. 5, Warner.

UNIT: "All employees classified as regular school bus drivers, excluding spare drivers and drivers on contract buses, supervisors and other employees engaged in other classifications of employment."

Number of Employees in Unit: 23
Received March 16, 1972.
Certificate Number: 74 - 72
Issued April 13, 1972.

* * * * * *

11. The United Brotherhood of Carpenters and Joiners of America, Local 846, Lethbridge and Boychuk Construction (Sask.) Ltd., Lethbridge.

UNIT: "Carpenters, Carpenter Foremen and Carpenter Apprentices."

Number of Employees in Unit: 3
Received March 16, 1972.
Certificate Number: 75 - 72
Issued April 13, 1972.

* * * * * *

12. The Building, Construction & General Laborers' Local Union No. 92, Edmonton and R.H. Welch Masonry Contractors Ltd., Edmonton.

UNIT:	"All labourers when employed as general labourers, foremen, mortar mixers, motor buggy operators, toolcrib men, farm tractor operators, jackhammermen, vibrator men, dumpmen, tampermen, pump tenders, tubular scaffolders, chippermen, pipelayers (non-metallic), pushers, heater tenders, surveyors helpers and watchmen. Labourers tending all crafts including mixing, handling and conveying of all materials handled by the crafts."
Number of Employees in Unit:	17
Received March 30, 1972.	
Certificate Number:	76 - 72
Issued April 14, 1972.	

* * * * * *

13. The International Brotherhood of Painters and Allied Trades, Local 1016, Edmonton and Canada Wide Painting Contractors, Edmonton.

UNIT:	"Journeymen painters, decorators and registered apprentices including working foremen."
Number of Employees in Unit:	6
Received March 7, 1972.	
Certificate Number:	77 - 72
Issued April 19, 1972.	

* * * * * *

14. The Building, Construction & General Laborers' Local Union No. 92, Edmonton and Camwil Construction, Edmonton.

UNIT:	"All labourers when employed as general labourers, foremen, mortar mixers, motor buggy operators, toolcrib men, farm tractor operators, jackhammermen, vibrator men, dumpmen, tampermen, pump tenders, tubular scaffolders, chippermen, pipelayers (non-metallic), pushers, heater tenders, surveyors helpers and watchmen excluding security personnel. Labourers tending all crafts including mixing, handling and conveying of all materials handled by the crafts."
Number of Employees in Unit:	14
Received March 20, 1972.	
Certificate Number:	78 - 72
Issued April 21, 1972.	

* * * * * *

15. The International Association of Bridge, Structural and Oranmental Iron Workers, Local Union No. 725, Calgary and Camwil Construction, Edmonton.

UNIT:	"All employees engaged in the erection of structural steel, installation of metal doors and windows, machinery moving and rigging work, excluding other craft unions and office staff."
Number of Employees in Unit:	5
Received March 9, 1972.	
Certificate Number:	79 - 72
Issued April 21, 1972.	

* * * * * *

16. The Building, Construction & General Laborers' Local Union No. 92, Edmonton and F.J. McDaniel Construction Ltd., Edmonton.

UNIT:	"All labourers when employed as general labourers, foremen, mortar mixers, motor buggy operators, toolcrib men, farm tractor operators, jackhammermen, vibrator men, dumpmen, tampermen, pump tenders, tubular scaffolders, chippermen, pipelayers (non-metallic), pushers, heater tenders, surveyors helpers and watchmen (excluding security personnel). Labourers tending all crafts including mixing, handling and conveying of all materials handled by the crafts."
Number of Employees in Unit:	11
Received March 20, 1972.	
Certificate Number:	80 - 72
Issued April 21, 1972.	

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17. The United Brotherhood of Carpenters & Joiners of America, Local Union 1325, Edmonton and F.J. McDaniel Construction Ltd., Edmonton.

UNIT:	"Carpenters, Carpenter Apprentices, Carpenter Foremen."
Number of Employees in Unit:	9
Received March 21, 1972.	
Certificate Number:	81 - 72
Issued April 21, 1972.	

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18. The Canadian Union of Public Employees, Local 1458, Jasper and Jasper School District #3063, Jasper.

UNIT:	"Clerical, School Secretaries, Library Clerks, Telephone Operators, including all casual, temporary and part-time employees, excluding the Assistant to the Secretary-Treasurer."

Number of Employees in Unit: 5
Received March 7, 1972.
Certificate Number: 82 - 72
Issued April 24, 1972.

* * * * * *

19. The International Woodworkers of America, Local 1-207, Edmonton and Fenley Machine & Welding Ltd., Grande Prairie.

UNIT: "All employees of the company excluding foremen with the right to hire and fire, those above that rank and office staff."

Number of Employees in Unit: 16
Received March 28, 1972.
Certificate Number: 83 - 72
Issued April 26, 1972.

* * * * * *

20. The Canadian Union of Public Employees, Local 934, Edmonton and Wetaskiwin-Leduc Nursing Home District No. 18, Wetaskiwin.

UNIT: "Housekeeping, Laundry, Dietary Maids, Cooks, Nursing Assistants, including casual, temporary and part-time employees employed at Wetaskiwin-Leduc Nursing Home at 5211 - 54 Street, Wetaskkiwin, Alberta."

Number of Employees in Unit: 23
Received April 4, 1972.
Certificate Number: 84 - 72
Issued April 26, 1972.

* * * * * *

21. The United Brotherhood of Carpenters and Joiners of America, Local Union 1325, Edmonton and Multi Construction Ltd., Fort McMurray.

UNIT: "Carpenters, Carpenter Foremen and Carpenter Apprentices."

Number of Employees in Unit: 4
Received April 4, 1972.
Certificate Number: 85 - 72
Issued April 27, 1972.

* * * * * *

22. The International Brotherhood of Painters and Allied Trades, Local 1016, Edmonton and Combined Painting (W.P. Boshard) Ltd., Vancouver, British Columbia.

UNIT: "Journeymen painters, decorators and registered apprentices, including working foremen."

Number of Employees in Unit: 5
Received April 11, 1972.
Certificate Number: 86 - 72
Issued April 28, 1972.

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23. The Lithographers and Photoengravers International Union, Local 211, Edmonton and Bulletin-Commercial Printers Limited, Edmonton.

UNIT:	"All Lithographing (Offset) Production Employees-including all Lithographic Preparatory Dept. employees employed at the company plant at 14425 - 118 Avenue, Edmonton, Alberta."
Number of Employees in Unit:	26
Received March 22, 1972.	
Certificate Number:	87 - 72
Issued May 4, 1972.	

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24. The Building, Construction & General Laborers' Local Union No. 92, Edmonton and K. Hansen Masonry Ltd., Edmonton.

UNIT:	"All labourers when employed as general labourers, foremen, mortar mixers, motor buggy operators, toolcrib men, farm tractor operators, jack-hammermen, vibrator men, dumpmen, tampermen, pump tenders, tubular scaffolders, chippermen, pipe-layers (non-metallic), pushers, heater tenders, surveyors helpers and watchmen (excluding security personnel). Labourers tending all crafts including mixing, handling and conveying of all materials handled by the crafts."
Number of Employees in Unit:	11
Received March 30, 1972.	
Certificate Number:	88 - 72
Issued May 4, 1972.	

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25. The Canadian Union of Public Employees, Local 1461, Edmonton and George McDougall Memorial Hospital, Smoky Lake.

UNIT:	"All full-time, part-time, casual and temporary employees excluding those engaged in a managerial or administrative position, in a confidential capacity in matters of Labour Relations, and in a Professional, or Paramedical position such as Nurse, C.N.A., Physio Therapist, Occupational Therapist, Medical Records Librarian, or Student undergoing training in such fields."
Number of Employees in Unit:	22
Received April 7, 1972.	
Certificate Number:	89 - 72
Issued May 4, 1972.	

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26. The United Brotherhood of Carpenters & Joiners of America, Local Union 1325, Edmonton and Alco Drywall (Edmonton) Ltd., Red Deer.

UNIT:	"Carpenters, Carpenter apprentices, Carpenter foremen, Journeymen drywall applicators, apprentice drywall applicators and building insulation applicators."

Number of Employees in Unit: 6
Received March 13, 1972.
Certificate Number: 90 - 72
Issued May 5, 1972.

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27. The Canadian Union of Public Employees, Local 1461, Edmonton and Smoky Lake Municipal Hospital District #73, Smoky Lake.

UNIT: "All full-time, part-time, casual and temporary employees employed in the Smoky Lake Nursing Home with the exception of the Administrator and Registered Nurses."

Number of Employees in Unit: 18
Received April 7, 1972.
Certificate Number: 91 - 72
Issued May 8, 1972.

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28. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Flanders Installations Ltd., Vancouver, British Columbia.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 3
Received March 23, 1972.
Certificate Number: 92 - 72
Issued May 11, 1972.

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29. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Fritz Plumbing Co. Ltd., Edmonton.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 8
Received March 23, 1972.
Certificate Number: 93 - 72
Issued May 11, 1972.

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30. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Babcock & Wilcox Canada Ltd., Galt, Ontario.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 13
Received March 23, 1972.
Certificate Number: 94 - 72
Issued May 11, 1972.

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31. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Delta Projects Limited, Calgary.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 52
Received March 23, 1972.
Certificate Number: 95 - 72
Issued May 11, 1972.

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32. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Arc Engineering Ltd., Edmonton, Alberta.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 5
Received March 23, 1972.
Certificate Number: 96 - 72
Issued May 11, 1972.

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33. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Cam-Set Mechanical Contractors Ltd., Edmonton.

UNIT:	"All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."
Number of Employees in Unit:	13
Received March 23, 1972.	
Certificate Number:	97 - 72
Issued May 11, 1972.	

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34. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Mathias & Nicol Mechanical Division of Commonwealth Construction Company Ltd., Calgary.

UNIT:	"All men working in the plumbing and pipefitting industry i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."
Number of Employees in Unit:	5
Received March 23, 1972.	
Certificate Number:	98 - 72
Issued May 11, 1972.	

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35. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Pan West Engineering & Construction Ltd., Calgary.

UNIT:	"All men working in the plumbing and pipefitting industry i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."
Number of Employees in Unit:	48
Received March 23, 1972.	
Certificate Number:	99 - 72
Issued May 11, 1972.	

* * * * * *

36. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Poole Construction Ltd., Edmonton.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 8
Received March 23, 1972.
Certificate Number: 100 - 72
Issued May 11, 1972.

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37. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Western Hydrocarbon Engineering Ltd., Calgary.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 10
Received March 23, 1972.
Certificate Number: 101 - 72
Issued May 11, 1972.

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38. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Whittick Mechanical Contractors Ltd., Edmonton.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 4
Received March 23, 1972.
Certificate Number: 102 - 72
Issued May 11, 1972.

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39. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Canadian Bechtel Ltd., Edmonton, Alberta.

UNIT:	"All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."
Number of Employees in Unit:	47
Received March 23, 1972.	
Certificate Number:	103 - 72
Issued May 11, 1972.	

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40. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Aiton Pipework & Process Plant Ltd., Edmonton.

UNIT:	"All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."
Number of Employees in Unit:	10
Received March 23, 1972.	
Certificate Number:	104 - 72
Issued May 11, 1972.	

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41. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Catalytic Enterprises Limited, Edmonton, Alberta.

UNIT:	"All men working on construction in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."
Number of Employees in Unit:	14
Received March 23, 1972.	
Certificate Number:	105 - 72
Issued May 11, 1972.	

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42. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Cana Industrial Contractors Ltd., Edmonton, Alberta.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 49
Received March 23, 1972.
Certificate Number: 106 - 72
Issued May 11, 1972.

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43. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Porta-Test Manufacturing Ltd., Edmonton, Alberta.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 13
Received March 23, 1972.
Certificate Number: 107 - 72
Issued May 11, 1972.

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44. The United Association of Journeymen and Apprentices of the Plumbing & Pipe Fitting Industry of the United States and Canada, Local Union 488, Edmonton and Dominion Bridge Company Limited, Calgary, Alberta.

AMENDED UNIT: "All men working on construction in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters and Industrial Pipefitters and Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Number of Employees in Unit: 16
Received March 23, 1972.
Certificate Number: 108 - 72
Issued May 11, 1972.

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45. The Construction & General Workers Union, Local No. 1111, Calgary and Boychuck Construction (Sask.) Ltd., Saskatoon, Saskatchewan.

UNIT:	"All employees when employed as: labourers, tradesmen's helpers, concrete labourers, pump tenders and heater tenders, swamper, signalman, grademen, vibrator operators, chippers, tampermen, power buggy operators, truck drivers, bobcat operators, tractor operators, bricklayer helpers, pipe wrappers, jackhammer men, tubular scaffold, plasterer helper, climbing crane swamper, swinging scaffold, tool crib, gas tester and other tools and conveyances normally used by labourers, surveyors helpers, mixermen, sandblasters, formsetters, forklift operators, pumpcrete operators, drillers cement joint tile & pipe layers, gunite nozzlemen, underground labourers, concrete labourers grade 1, powder men and air track drillers, mole operators, miners, timbermen."
Number of Employees in Unit:	5
Received April 24, 1972.	
Certificate Number:	109 - 72
Issued May 17, 1972.	

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46. The International Association of Machinists and Aerospace Workers, Local Lodge 1722, Edmonton and Ferguson Supply (1970) Ltd., Calgary.

UNIT:	"All Shop Personnel (including partsmen employed at or out of 4632 - 1 Street S.E., Calgary, 828 - 46 Avenue S.E., Calgary, 16830 - 111 Avenue, Edmonton and 16728 - 110 Avenue, Edmonton, Alberta, excluding foremen, service supervisor and all other personnel in a supervisory capacity."
Number of Employees in Unit:	72
Received April 27, 1972.	
Certificate Number:	110 - 72
Issued May 17, 1972.	

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47. The Building, Construction and General Laborers' Local Union No. 92, Edmonton and McRae & Associates Construction (1969) Ltd., Edmonton.

UNIT:	"All labourers when employed as general labourers, foremen mortar mixers, motor buggy operators, toolcrib men, farm tractor operators, jackhammermen, vibrator men, dumpmen, tampermen, pump tenders, tubular scaffolders, chippermen, pipe-layers (non-metallic), pushers, heater tenders, surveyors helpers and watchmen (excluding security personnel). Labourers tending all crafts including mixing, handling and conveying of all materials handled by the crafts."

Number of Employees in Unit: 2
Received April 20, 1972.
Certificate Number: 111 - 72
Issued May 26, 1972.

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48. The International Association of Bridge, Structural and Ornamental Ironworkers, Local Union #720, Edmonton and Triangle Steel Fabricators Ltd., Edmonton.

UNIT: "All Ironworker Foremen, Ironworker Journeymen and Ironworker Apprentices engaged (off plant premises) in the erection of structural steel, field fabrication, welding, machinery moving and rigging and those employees engaged primarily in the installation of miscellaneous iron, excluding clerical staff and Superintendents with the right to hire and fire and all other crafts."

Number of Employees in Unit: 6
Received May 18, 1972.
Certificate Number: 112 - 72
Issued May 26, 1972.

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49. The United Brotherhood of Carpenters & Joiners of America, Local 1322, Edson and Norman Nilsen Construction Ltd., Edmonton.

UNIT: "Carpenter, Carpenter Foreman, Carpenter Apprentice."

Number of Employees in Unit: 3
Received May 4, 1972.
Certificate Number: 113 - 72
Issued May 26, 1972.

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50. The International Union of Operating Engineers, Local 955, Edmonton and Bates Equipment Rentals (A Division of Athabasca Valley Development Corporation), Calgary.

UNIT: "Operating Engineers when employed for the operation, service, maintenance, assembling, dismantling of all powered hoisting and portable machines."

Number of Employees in Unit: 21
Received April 21, 1972.
Certificate Number: 114 - 72
Issued May 29, 1972.

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51. The United Brotherhood of Carpenters and Joiners of America, Local Union 1325, Edmonton and Caled Associates, Edmonton.

UNIT: "Carpenters, Carpenters Apprentices and Carpenter Foremen."

Number of Employees in Unit: 4
Received April 19, 1972.
Certificate Number: 115 - 72
Issued May 29, 1972.

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52. The International Association of Bridge, Structural and Ornamental Ironworkers, Local Union #720, Edmonton and Hansa Iron Works Ltd., Edmonton.

UNIT: "All Ironworker Foremen, Ironworker Journeymen and Ironworker Apprentices engaged (off plant premises) in the erection of structural steel field fabrication, welding, machinery moving and rigging and those employees engaged primarily in the installation of miscellaneous iron, excluding clerical staff and Superintendents with the right to hire and fire and all other crafts."

Number of Employees in Unit: 4
Received May 18, 1972.
Certificate Number: 116 - 72
Issued June 5, 1972.

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53. The Brotherhood of Carpenters and Joiners of America, Local Union 1325, Edmonton and Delton Cabinet Company Limited, Edmonton.

UNIT: "All employees working at or out of the company premises located at 14135 - 128 Avenue, Edmonton, Alberta, excluding office staff, sales staff and foremen."

Number of Employees in Unit: 26
Received April 21, 1972.
Certificate Number: 117 - 72
Issued June 6, 1972.

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54. The International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 720, Edmonton and Pan West Engineering & Construction Ltd., Calgary.

UNIT: "All Ironworker Foremen, Ironworker Journeymen and Ironworker Apprentices engaged (off plant premises) in the erection of structural steel, field fabrication, welding, machinery, moving and rigging and those employees engaged primarily in the installation of miscellaneous iron, excluding clerical staff and Superintendents with the right to hire and fire and all other crafts."

Number of Employees in Unit: 4
Received May 11, 1972.
Certificate Number: 118 - 72
Issued June 6, 1972.

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55. The International Association of Bridge, Structural and Ornamental Iron Workers, Local Union #720, Edmonton and Aetna Roofing (1965) Ltd., Edmonton.

UNIT:	"Apprentice Ironworkers, Journeyman Ironworkers and Welders including Foremen."
Number of Employees in Unit:	4
Received May 11, 1972.	
Certificate Number:	119 - 72
Issued June 9, 1972.	

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56. The Murray Manufacturing Employees Association, Calgary and Murray Manufacturing Ltd., Calgary.

UNIT:	"All plant employees excluding office staff, sales staff, foremen and those above the rank of foremen."
Number of Employees in Unit:	33
Received May 10, 1972.	
Certificate Number:	120 - 72
Issued June 12, 1972.	

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57. The Retail Clerks Union, Local 397, Calgary and The Amalgamated Meat Cutters and Butcher Workmen of North America, Local 373, Calgary and O.K. Economy Stores Ltd., Drumheller.

UNIT:	"All employees whether full or part-time employed in the stores owned and/or operated by the employer in the greater Drumheller area except Store Manager."
Number of Employees in Unit:	12
Received May 5, 1972.	
Certificate Number:	121 - 72
Issued June 12, 1972.	

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58. The Sheet Metal Workers International Association, Local No. 254, Calgary and A.J. Samuel Plumbing and Heating Contractors Ltd., Drumheller.

UNIT:	"All Journeymen and Apprentices - Sheet Metal Workers."
Number of Employees in Unit:	3
Received May 3, 1972.	
Certificate Number:	122 - 72
Issued June 13, 1972.	

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59. The Retail Clerks Union, Local 397, Calgary and Horne & Pitfield Foods Ltd., (Drumheller I.G.A.) Drumheller.

UNIT:	"All employees whether full or part-time employed employed in the stores owned and/or operated by the employer in the greater Drumheller

except Assistant Manager, Location Manager, Bakery Manager and employees employed in the Meat Department."

Number of Employees in Unit: 12
Received May 2, 1972.
Certificate Number: 123 - 72
Issued June 14, 1972.

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60. The Building Construction & General Laborers', Local Union No. 92, Edmonton and Coronation Construction Ltd., Edmonton.

UNIT: "All labourers when employed as general labourers, foremen, mortar mixers, motor buggy operators, toolcrib men, farm tractor operators, jackerhammermen, vibrator men, dumpmen, tampermen, pump tenders, tubular scaffolders, chippermen, pipe-layers (non-metallic), pushers, heater tenders, surveyors helpers and watchmen (excluding security personnel). Labourers tending all crafts including mixing, handling and conveying of all materials handled by the crafts.

Number of Employees in Unit: 4
Received May 9, 1972.
Certificate Number: 124 - 72
Issued June 14, 1972.

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61. The United Brotherhood of Carpenters and Joiners of America, Local 1569, Medicine Hat and E.S. Jonasson Contractors Ltd., Calgary.

UNIT: "All Carpenters, Carpenter Foremen, Carpenter Apprentices."

Number of Employees in Unit: 6
Received May 16, 1972.
Certificate Number: 125 - 72
Issued June 15, 1972.

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62. The Canadian Union of Public Employees, Local 37, Calgary and The Board of Trustees of Banff School District No. 102, Banff.

UNIT: "All caretaking and maintenance staff (including any temporary ground staff)."

Number of Employees in Unit: 7
Received May 29, 1972.
Certificate Number: 126 - 72
Issued June 15, 1972.

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63. The Building, Construction & General Laborers', Local Union 92, Edmonton and Trans-Alta Construction Limited, Edmonton.

UNIT:	"All labourers when employed as general labourers, foremen, mortar mixers, motor buggy operators, toolcrib men, farm tractor operators, Jackhammermen, vibrator men, dumpmen, tampermen, pump tenders, tubular scaffolders, chippermen, pipe-layers (non-metallic), heater tenders, surveyors helpers and watchmen. Labourers tending all crafts including mixing, handling and conveying of all materials handled by the crafts."
Number of Employees in Unit:	2
Received March 3, 1972.	
Certificate Number:	127 - 72
Refused April 27, 1972.	Not a majority selection.
Issued June 20, 1972.	Board reconsidered decision and majority selection by employees was established.

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64. The United Brotherhood of Carpenters and Joiners of America, Local Union 1325, Edmonton and Trans-Alta Construction Limited, Edmonton.

UNIT:	"Carpenters, Carpenter Foremen and Carpenter Apprentices."
Number of Employees in Unit:	7
Received March 30, 1972.	
Certificate Number:	128 - 72
Refused April 24, 1972.	Not a majority selection.
Issued June 20, 1972.	Board reconsidered decision and majority selection by employees was established.

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65. The United Steelworkers of America, Local 5220, Edmonton and Rheem Canada Limited, Edmonton.

UNIT:	"All employees of the Company at its Edmonton plant except salesmen, office and technical staff, supervisors and those with authority to hire and fire."
Number of Employees in Unit:	18
Received June 7, 1972.	
Certificate Number:	129 - 72
Issued June 26, 1972.	

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66. The International Association of Bridges, Structural and Ornamental Ironworkers, Local Union No. 725, Calgary and Mon-Max Services Ltd., Calgary.

UNIT:	"All employees who are directly connected and engaged to carry out all field fabrication, sorting, cutting, bending, hoisting, placing, burning, welding, and tying of all materials,

including wire mesh and cable used in post-tensioning, post-stressing, and prestressing of and for concrete construction, including and spreading and placing of all reinforcing steel for concrete construction and excluding other craft unions and those above the rank of foreman and clerical and supervisory staff."

Number of Employees in Unit: 7
Received June 12, 1972.
Certificate Number: 130 - 72
Issued June 26, 1972.

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67. The International Union of Operating Engineers, Local 955, Calgary and Lethbridge Crane Rentals, Lethbridge.

UNIT: "Operating Engineers when employed for the operation, service, maintenance, assembling, dismantling of all powered hoisting and portable machines."

Number of Employees in Unit: 2
Received June 14, 1972.
Certificate Number: 131 - 72
Issued June 26, 1972.

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68. The International Association of Bridge, Structural and Ornamental Ironworkers, Local Union #720, Edmonton and Central Fabricators Ltd., Edmonton.

UNIT: "All Ironworker Foremen, Ironworker Journeyman, and Ironworker Apprentices engaged (off plant premises) in the erection of structural steel, field fabrication, welding, machinery moving and rigging and those employees engaged primarily in the installation of miscellaneous iron, exluding clerical staff and superintendents with the right to hire and fire and all other crafts."

Number of Employees in Unit: 23
Received June 15, 1972.
Certificate Number: 132 - 72
Issued June 29, 1972.

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APPLICATION FOR CERTIFICATION

REFUSED

APRIL 1st, 1972 to JUNE 30th, 1972

1. The United Brotherhood of Carpenters and Joiners of America, Local 1325, Edmonton and Maison Holding Ltd., Edmonton.

UNIT: "Carpenters, carpenter apprentice, carpenter foreman."

Received March 2, 1972.
Refused April 6, 1972. No employees in unit on date of application.

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2. The United Brotherhood of Carpenters and Joiners of America, Local 1325, Edmonton and Interior Millwork, Edmonton.

UNIT: "Carpenters, carpenter foremen, and carpenter apprentices."

Received March 1, 1972.
Refused April 6, 1972. No employees in unit on date of application.

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3. The International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary and MacWilliam Construction Co. Ltd., Swift Current, Saskatchewan.

UNIT: "All those employees of the company who are engaged in all phases of "field" fabrication, assembly, application and erection of all structural, miscellaneous, ornamental iron, pre-engineered buildings, rigging, machinery moving and installation, including all welding in connection therewith and excluding other craft unions and office staff."

Received March 9, 1972.
Refused April 6, 1972. Applicant trade union advised that application was made in error.

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4. The International Brotherhood of Pulp, Sulphite and Paper Mill Workers, Local Union 539, Calgary and Dom-X Plastic Pipe Division of Dominion Gasket & Manufacturing Co. Ltd., Calgary.

UNIT: "All employees of Dom-X Plastic Pipe, Division of Dominion Gasket and Manufacturing Co. Ltd., at 1510 Hastings Crescent S.E., Calgary save and except office staff, sales staff and those exercising managerial functions or employed in a confidential capacity in matters relating to labour relations."

Received October 15, 1971.
Refused April 11, 1972. Not a majority selection.

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5. The United Brotherhood of Carpenters and Joiners of America, Local Union 1325, Edmonton and Trans-Alta Construction Ltd., Edmonton.

UNIT: "Carpenters, Carpenter Foremen and Carpenter Apprentices."

Received March 30, 1972.
Refused April 24, 1972. Not a majority selection.

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6. The Building, Construction & General Laborers' Local Union No. 92, Edmonton and Trans-Alta Contruction Ltd., Edmonton.

UNIT: "All labourers when employed as general labourers, foremen, mortar mixers, motor buggy operators, toolcrib men, farm tractor operators, jackhammermen, vibrator men, dumpmen, tampermen, pump tenders, tubular scaffolders, chippermen, pipelayers (non-metallic), heater tenders, surveyors helpers and watchmen. Labourers tending all crafts including mixing, handling and conveying of all materials handled by the crafts."

Received March 3, 1972.
Refused April 27, 1972. Not a majority selection.

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7. The United Association of Journeymen & Apprentices of the Plumbing & Pipefitting Industry of the United States and Canada, Local 448, Edmonton and Trivir Process Controls Ltd., Edmonton.

UNIT: "All men working in the plumbing and pipefitting industry, i.e. Journeymen Plumbers, Steamfitters, Gasfitters & Industrial Pipefitters & Journeymen Welders welding on pipe, Steamfitter Apprentices, Plumber Apprentices, Gasfitter Apprentices, Welder Apprentices, Industrial Pipefitters Helpers including Foremen and Sub Foremen."

Received March 23, 1972.
Refused May 4, 1972. Not a majority selection.

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8. The United Brotherhood of Carpenters and Joiners of America, Local 846, Lethbridge and Beehive Construction Ltd., Lethbridge.

UNIT: "Carpenter Foremen, Carpenters, Carpenter Apprentices."

Received April 13, 1972.
Refused May 1, 1972. Applicant requested that application be withdrawn.

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9. The Calgary General Hospital Health and Research Employees Association, Calgary and Calgary General Hospital, Calgary.

UNIT: "All Medical Laboratory Technologists, Medical Radiological Technicians, Nuclear Medicine Technicians, Medical Record Librarians, Pharmacists, Occupational Therapists, Physiotherapists employed by the Calgary General Hospital, Calgary, Alberta."

Received April 6, 1972.
Refused May 10, 1972. Unit not appropriate.

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10. The Retail Clerks Union, Local 397, Calgary and Tamblyn Western Ltd., Lethbridge.

UNIT: "All employees, whether full or part-time employed in the stores owned and/or operated, leased or subleased by the Employer in the Greater Lethbridge area except Pharmacists and Managers."

Received May 1, 1972.
Refused May 12, 1972. Not a majority selection.

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11. The Oil, Chemical and Atomic Workers International Union, Local 9-826, Fort McMurray and Great Canadian Oil Sands Ltd., Fort McMurray.

UNIT: "All non-supervisory employees excluding office staff, messenger-drivers, firefighters, first aid staff, survey crew and those employed in a confidential capacity relating to labour relations."

Received April 25, 1972.
Refused May 16, 1972. Not a majority selection.

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12. The Canadian Union of Public Employees, Local 1467, Edmonton and Smith's Ambulance (1962) Ltd., Edmonton.

UNIT: "All full time, part time and casual ambulance attendants, drivers, dispatchers and front end attendants (garage employees). Excluding supervisory staff with the right to hire and fire."

Received April 25, 1972.
Refused May 19, 1972. No employees within bargaining unit.

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13. The Canadian Union of Public Employees, Local 1467, Edmonton and Edann Holdings Ltd., Edmonton.

UNIT: "All full time, part time and casual ambulance attendants, drivers, dispatchers and front end attendants (garage employees). Excluding supervisory staff with the right to hire and fire."

Received April 27, 1972.
Refused May 19, 1972. Not a majority selection.

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14. The International Association of Machinists and Aerospace Workers, Local Lodge 1722, Edmonton and C.P.C. Rentals Ltd., Calgary.

UNIT: "All Shop Personnel (excluding foremen, service supervisor and all other personnel in a supervisory capacity) employed at or out of Calgary, 4632 - 1st Street S.E., Calgary or 828 - 46th Avenue, S.E., Calgary, and at or out of 16830 - 111th Avenue, Edmonton or 16728 - 110th Avenue, Edmonton, Alberta."

Received April 27, 1972.
Refused May 23, 1972. Not a majority selection.

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15. The International Association of Machinists and Aerospace Workers, Local Lodge 1722, Edmonton and C.P.C. Rentals Ltd., Calgary.

UNIT: "All Office Personnel (excluding office manager and all supervisory personnel) employed at or out of Calgary, 4632 - 1st Street, S.E., Calgary or 828 - 46th Avenue, S.E., Calgary, and at or out of 16830 - 111th Avenue, Edmonton, Alberta or 16728 - 110th Avenue, Edmonton, Alberta."

Received April 28, 1972.
Refused May 23, 1972. Not a majority selection.

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16. The International Association of Machinists and Aerospace Workers, Local Lodge 1722, Edmonton and Ferguson Supply (1970) Ltd., Calgary, Alberta.

UNIT: "All Office Personnel (excluding office manager and all supervisory personnel) employed at or out of Calgary, 4632 - 1st Street, S.E., Calgary or 828 - 46th Avenue, S.E., Calgary, and at or out of 16830 - 111th Avenue, Edmonton, Alberta or 16728 - 110th Avenue, Edmonton, Alberta."

Received April 28, 1972.
Refused May 17, 1972. Not a majority selection.

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17. The Canadian Union of Public Employees, Local 1469, Edmonton and Edmonton Laboratories Ltd., Edmonton.

UNIT: "All Lab Clericals, exluding Supervisory Staff with the right to hire and fire."

Received April 27, 1972.
Refused May 29, 1972. Unit not appropriate.

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18. The International Union of Operating Engineers, Local 955, Edmonton and Fred Holdings Ltd., Calgary.

UNIT: "Operating Engineers when employed for the operation, service, maintenance, assembling, dismantling of all powered hoisting and portable machines."

Received April 21, 1972.
Refused June 7, 1972. No employees in unit on date of application.

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19. The Canadian Brotherhood of Railway, Transport & General Workers, Local 325, Edmonton and Canadian Pacific Hotels Ltd. (Banff Springs Hotel), Banff.

UNIT: "All employees of the Housekeeping Department, excluding only the Head of the Department, the Head Housekeeper. All employees of the Stewards Department, excluding only the Head of the Department, the Chief Steward. All employees of the Bellmens Department, excluding only the Head of this Department, the Laundry Manager. Excluding all other employees in departments not specifically named."

Received May 11, 1972.
Refused June 15, 1972. Unit not appropriate.

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APPLICATION FOR CERTIFICATION

RETURNED

1. The United Brotherhood of Carpenters and Joiners of America, Local Union 1325, Edmonton and Ren Carothers, Edmonton.

Returned April 17, 1972. Not processed.

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APPLICATION FOR REVOCATION

I S S U E D

APRIL 1st, 1972 to JUNE 30th, 1972

1. The International Association of Bridge, Structural and Ornamental Iron Workers, Shopmen's Local 805, Calgary and Indalex Limited, Calgary.

UNIT:	"All employees of the company's shop including apprentices, except those with authority to hire and fire, office staff, off the premises and erection employees."
Certificate Number:	1 - 72
Date of Application:	March 29, 1972.
Date Granted:	May 18, 1972.
Number of Employees:	70
Reason:	Majority of employees requested revocation.

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2. The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 146, Edmonton and Murdock Production Equipment Ltd., Edmonton.

UNIT:	"All hourly employees who are employed in or about the fabricating shop, excluding office help, field employees and foremen with the right to hire and fire."
Certificate Number:	2 - 72
Date of Application:	May 18, 1972.
Date Granted:	June 27, 1972.
Number of Employees:	12
Reason:	Majority of employees requested revocation.

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APPLICATION FOR VARIANCE OF CERTIFICATE

G R A N T E D

APRIL 1st, 1972 to JUNE 30th, 1972

1. The International Association of Bridge, Structural and Ornamental Iron Workers, Local Union 720, Edmonton and J.K. Campbell & Associates Limited, Edmonton.

   Varied unit to following:

   "Ironworker foremen, journeymen and apprentices engaged in field construction."

   Certificate Number: 231-71, varied as to unit.

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2. The International Association of Bridge, Structural and Ornamental Iron Workers, Local Union 720, Edmonton and A.J.M. Steel Limited, Edmonton.

   Varied Name of Employer:

   FROM: A.J.M. Steel Products Division Limited, Edmonton, Alberta.

   TO: A.J.M. Steel Limited, Edmonton.

   Certificate Number: 94 - 55, varied as to name of employer.

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3. The Driver Salesmen, Plant, Warehouse and Cannery Employees, Local Union 987, Calgary and Horne & Pitfield Foods Limited, Calgary.

   Varied unit to following:

   "All warehousing including cash & carry employees of the Calgary Branch excluding office employees and employees in supervisory position or with the right to hire and discharge or change the status of employees."

   Varied Certificate dated February 25, 1948 and amended November 21, 1962 and again on May 2, 1972, as to unit description.

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4. The Canadian Union of Public Employees, Local 70, Lethbridge and County of Forty Mile No. 8, Foremost.

   Varied unit to following:

   "All employees excluding those under the jurisdiction of the school committee and the agricultural committee, secretary-treasurer, assistant secretary-treasurer, secretary to the secretary-treasurer, superintendent of public works and road foreman."

   Certificate Number: 59 - 72, varied as to unit description.

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5. The Canadian Union of Public Employees, Local 290, Lethbridge and Lethbridge School District No. 51, Lethbridge.

Varied Name of Union:

FROM: Lethbridge and District Janitors, Handymen and School Van Drivers, Local No. 290 (NUPE), Lethbridge.

TO: Canadian Union of Public Employees, Local 290, Lethbridge.

Varied unit to following:

"Caretakers and maintenance employees."

Varied Certificate dated September 11, 1948 and amended May 9, 1972, as to name of union and unit description.

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6. The International Union of Operating Engineers, Local 955, Edmonton and Mannix Co. Ltd., Calgary.

Varied unit to following in Certificate Number 32A-63:

"Operating engineers when employed as operators of shovel, dragline, gradall and similar equipment, patrol, crawler tractor with and without attachments, tournapull and similar equipment, front-end and overhead loader, compressor, rubber tired tractor, crusher, paver, distributor, roller, concrete mixer; also mechanics, mechanics helpers and apprentices, welders, chargehands, greaser service truck), servicemen, asphalt plant mixermen, crusher loadermen, steam engineers, firemen, oilers, pumpmen, screedmen; also self-propelled compactor operators, gravel and chip spreader operators, Seamen's mixer operators; also operators of off highway vehicles (end dumps etc.) excluding employees of Mannix Co. Ltd. who work on pipeline construction".

Varied unit to following in Certificate Number 32B-63:

"All employees in the Calgary Shop who are employed as senior charge hands, chargehands, journeymen Tradesmen (mechanics, welders, machinists, electricians, painters, carpenters, with and without Government Proficiency Certificates), Tradesmen's Helpers, Apprentices, Operators of Material Handling Equipment, Steam Cleaner Operators".

Varied Certificate No. 32-63 by issuing two varied certificates 32A-63 and 32B-63 indicating change in unit description.

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7. The International Brotherhood of Painters and Allied Trades, Local 1016, Edmonton and Wotan Painting & Decorating Ltd., Grande Prairie.

Varied Name of Employer:

FROM: Wotan Painting, Grande Prairie.

TO: Wotan Painting & Decorating Ltd., Grande Prairie.

Certificate Number: 108 - 69, as to name of employer.

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8. The International Association of Bridge, Structural and Ornamental Iron Workers, Local Union 720, Edmonton and Comstock International Ltd., Edmonton.

Varied Name of Employer:

FROM: Canadian Comstock Limited, Toronto, Ontario.

TO: Comstock International Ltd., Edmonton.

Certificate Number: 12 - 64, as to name of employer.

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APPLICATION FOR VARIANCE OF CERTIFICATE

R E F U S E D

APRIL 1st, 1972 TO JUNE 30th, 1972

1. The International Union of Operating Engineers, Local 955, Edmonton and Inotab Nelwob Contractors, Edmonton.

Refused April 10, 1972, withdrawn by trade union.

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2. The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 146, Edmonton and Murdock Production Equipment Limited, Edmonton.

Refused April 21, 1972. Board refused to vary date of certificate.

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APPLICATION FOR REGISTRATION OF AN EMPLOYER'S ORGANIZATION

AS THE AGENT FOR COLLECTIVE BARGAINING

G R A N T E D

1. The Electrical Contractors Association of Alberta, Edmonton and International Brotherhood of Electrical Workers, Local Union 424, Edmonton.

Description of trade jurisdiction:

"All electrical construction work performed by the employers engaged in the construction industry (excluding work in connection with communication operations)."

Territory:

"All that territory in the Province of Alberta bounded on the North by the Alberta - Northwest Territories boundary, on the East by the Alberta - Saskatchewan boundary, on the South by the North boundary of Township Thirty-Eight (38), and on the West by the British Columbia - Alberta boundary."

Granted April 25, 1972. Registration Certificate Number: 2 - 72

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UNFAIR LABOUR PRACTICES

Section 87

APRIL 1st, 1972 TO JUNE 30th, 1972

1. COMPLAINT BY:
The United Steelworkers of America, Local 5220, Edmonton.

AFFECTING:
McCoy Bros. Ltd., Edmonton.

Alleging:
"that McCoy Bros. Ltd. has committed acts prohibited by section 84(1) by terminating the employment of Don Stefaniuk and William Wylie."

It was the decision of the Board that directive issue, that each individual receive reimbursement for time lost due to circumstances of their termination, April 5, 1972.

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2. COMPLAINT BY:
The International Association of Machinists and Aerospace Workers, Local Lodge 1722, Edmonton.

AFFECTING:
C.P.C. Rentals Ltd., Calgary.

Alleging:
"that C.P.C. Rentals Ltd. has committed acts prohibited by section 84(1) by discharging seven employees at its shop in Edmonton and three employees at its shop in Calgary."

Rejected by the Board, as the matter affected another employer, May 23, 1972.

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3. COMPLAINT BY:
The International Association of Machinists and Aerospace Workers, Local Lodge 1722, Edmonton.

AFFECTING:
Ferguson Supply (1970) Ltd., Calgary.

Alleging:
"that Ferguson Supply (1970) Ltd., has committed acts prohibited by section 84(1) by discharging seven employees at its shop in Edmonton and three employees at its shop in Calgary."

It was the descision of the Board that a directive issue to the employer directing the re-instatement and payment of compensation for wages lost affecting certain employees, May 17, 1972.

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4. COMPLAINT BY:
The General Teamsters, Local Union No. 362, Edmonton.

AFFECTING:
Dispose-All Services Ltd., Edmonton.

Alleging:
"that Dispose-All Services Ltd., Edmonton has committed unfair labour practices by terminating the employment of Mr. James Jobe and Mr. Ray Croft."

It was the decision of the Board that no further action be taken, upon agreement of the parties, May 29, 1972.

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5. COMPLAINT BY:
The International Union of Operating Engineers, Local 955, Edmonton.

AFFECTING:
Dominion Tractor Rentals, Edmonton.

Alleging:
"that Dominion Tractor Rentals has committed unfair labour practices contrary to section 84 of the Act by terminating the employment of Mr. Glen Meshen and Mr. Arthur Rayendys."

Employees concerned were reinstated and reimbursed for the days lost due to circumstances of their dismissal. May 29, 1972.

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6. COMPLAINT BY:
The International Association of Bridge, Structural and Ornamental Iron Workers, Local 720, Edmonton.

AFFECTING:
Terrace Corporation (Construction) Ltd., Edmonton.

Alleging:
"that Terrace Corporation (Construction) Ltd., Edmonton, committed unfair labour practices under section 84(1) by dismissal of Messrs. Gallace, Polozzolo and Larizzo.

Rejected by the Board, June 8, 1972.

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7. COMPLAINT BY:
The United Brotherhood of Carpenters and Joiners of America, Local Union 1325, Edmonton.

AFFECTING:
Delton Cabinet Company Limited, Edmonton.

Alleging:
"that Delton Cabinet Company Limited, Edmonton, Alberta, has committed unfair labour practices contrary to section 84(1) of the Act by terminating the employment of Messrs. Peter Richuk, Harry Synower, J.P. Jacula, Wayne Malich, Soterios Kouremenos, and J. Marvin Chmilar.

No further action to be taken, May 19, 1972. Parties resolved matter themselves.

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REFERENCES UNDER SECTION 77 REGARDING DIFFERENCES

AS TO ASSIGNMENT OF WORK

APRIL 1st, 1972 to JUNE 30th, 1972

1. Jurisdictional Number: 3 - 71

BY: The Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton.

AFFECTING:
The International Association of Bridge, Structural and Ornamental Iron Workers, Local Union 720, Edmonton and the Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton and Humphreys & Glasgow (Canada) Ltd., Redwater, Alberta.

Work Assignment in Dispute: power rigging of compressors and power rigging of air coolers at the Redwater Gas Conservation Plant No. 2 Project to the Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton, Alberta.

It was the decision of the Board that no further action be taken. The parties are to determine their own procedure for resolving dispute without reference to the Board. May 8, 1972.

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2. Jurisdictional Number: 4 - 71

BY: The International Association of Bridge, Structural and Ornamental Iron Workers, Local Union 720, Edmonton.

AFFECTING:
The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 488, Edmonton and the Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton and Mon-Max Services Ltd., Calgary, Alberta.

Work Assignment in Dispute: unloading with power equipment of broken down Compressors, Pumps and Turbines to the Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton, Alberta.

It was the decision of the Board that no further action be taken. The parties are to determine their own procedure for resolving dispute without reference to the Board. May 8, 1972.

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3. Jurisdictional Number: 4a - 71

BY: The International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary.

AFFECTING:
The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 496, Calgary and the International Association of Bridge, Structural and Ornamental Iron Workers, Local 725, Calgary and Fluor Corporation of Canada Ltd., Los Angeles, California.

Work Assignment in Dispute: the rigging of the gas turbine drivers and the compressors and in particular the unloading (by power) of these items from railway flat cars onto "low-boy flat deck" for the purpose of conveyance from one point to another, and the off loading of the items onto and over the anchor bolts and resting on dunage to the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 496, Calgary.

It was the decision of the Board that no further action be taken. The parties are to determine their own procedure for resolving dispute without reference to the Board. May 8, 1972.

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4. Jurisdictional Number: 6 - 71

BY: Dover Corporation (Canada) Limited, Turnbull Elevator Division, Edmonton.

AFFECTING:
The International Union of Elevator Constructors, Local 122, Edmonton.

Decision of Board Regarding Work Assignment in Dispute:

With reference to the above matter and the conclusion of the hearing on February 10, 1972, the Board has considered all submissions and evidence adduced and it is the decision of the Board that the work in dispute be assigned in the following manner:-

All elevator units and components delivered to any job site up to and including February 10, 1972, the final date of the hearing, are to be installed by members of the Local Union in their present condition.

The work with respect to elevator units and components delivered to any job site subsequent to February 10, 1972, is assigned as follows:-

Work pertaining to the items hereunder is assigned to members of the Local Union at the job site:-

1. Mounting of all guide rail bracket hardware and shims on brackets.
2. Installation of car and counterweight cable shackles.
3. Mounting of car guide shoes on crosshead and safety plank.
4. Installation of flex and wiring on machine brakes.
5. Punching of holes in duct and installation of flex fitting.
6. Mounting of fan on car top.
7. Mounting of wire way or duct on car front to carry wiring from travellers to car top.
8. Assembly of connecting duct between car front and car top.
9. Attachment of wires into flex connections of Jones type plug.
10. Welding of position indicator boxes and direction indicator boxes to car front and door frame stiles.
11. Drilling of holes for mounting governor.
12. Welding of metal boxes in place to governor mounting template to facilitate governor ropes.
13. Mounting limit switches.
14. Assembly of duct for under slab prefabricated holes for travellers.

Work pertaining to the items hereunder is assigned to the company for completion at the plant prior to shipment to the job site:-

1. Mounting of plank switch in safety plank.
2. Drilling of holes and welding of studs on car and counterweight buffer supports for the mounting of hydraulic buffers.
3. Position magnets positioned and premounted on wire way or duct and mounting brackets in place.
4. Mounting of duct on car top.
5. Mounting of hall entrance sill support angles.
6. Front car panel one piece.
7. Door rollers in place.
8. Up thrust rollers in place.
9. Certificate holder in place.
10. Site guards and weight assist guide boxes attached with doors.

The decision of the Board is binding on all parties affected by the difference and will continue to be binding on all parties in respect of the aforementioned items that are not included within the terms of any subsequent collective agreement entered into between the parties.

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5. Jurisdictional Number: 1 - 72

BY: The Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton.

AFFECTING:
The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 488, Edmonton and the Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton and Comstock International Ltd., Edmonton, Alberta.

Work Assignment in Dispute: the installation of Bailey Meter drives at the H.R. Milner Thermal Unit at Grande Cache, Alberta to the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 488, Edmonton, Alberta.

The Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton has requested that no further action be taken. April 26, 1972.

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6. Jurisdictional Number: 2 - 72

BY: The Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton.

AFFECTING:
The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 488, Edmonton and the Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton and Poole Construction Ltd., Edmonton, Alberta.

Work Assignment in Dispute: the installation of air intake and exhaust systems on two Solar gas turbines at the Home Oil Co. Ltd. water flood system at Swan Hills, Alberta to the United Association of Journeymen

and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 488, Edmonton, Alberta.

It was the decision of the Board that no further action be taken. The parties are to determine their own procedure for resolving dispute without reference to the Board.
May 8, 1972.

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7. Jurisdictional Number: 3 - 72

BY: The Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton.

AFFECTING:
The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 488, Edmonton and the Millwrights, Machinery Erectors & Maintenance Union, Local 1460, Edmonton and Babcock & Wilcox Canada Ltd., Grande Cache, Alberta.

Work Assignment in Dispute: the installation of the connecting apparatus between the mechanically operated coal hoppers and stock feeders, designated as a "Coal Chute", with a mechanical gate for flow control, and also the chute between the stock feeder and the pulverizer to the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 488, Edmonton, Alberta.

It was the decision of the Board that no further action be taken. The parties are to determine their own procedure for resolving dispute without reference to the Board.
May 8, 1972.

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THE ALBERTA LABOUR ACT

DISPUTES PENDING AT CONCILIATION

OFFICER STAGE AS AT APRIL 1st, 1972

DISPUTE NUMBER	DISPUTE NUMBER	DISPUTE NUMBER	DISPUTE NUMBER
A-165-71	A-28-72	A-35-72	A-40-72
A-205-71	A-30-72	A-36-72	A-41-72
A-207-71	A-31-72	A-37-72	A-42-72
A-215-71	A-33-72	A-38-72	A-43-72
A- 27-72	A-34-72	A-39-72	

NOTE: Disputes are numbered in the order that they are received, starting January 1st of each year. Full details of each dispute are given in the Quarter in which it arises and only the Dispute Number is shown thereafter until it is settled or reaches some other stage of bargaining.

Dispute Number by Quarter:
First Quarter - A-1-72 to A-43-72
Second Quarter - A-44-72 to A-97-72

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APPOINTMENT OF CONCILIATION OFFICER

TO DISPUTES ARISING DURING THE PERIOD

APRIL 1st, 1972 to JUNE 30th, 1972

	DISPUTE	OFFICER
1.	A-44-72 Grande Prairie Health Unit, Grande Prairie, Alberta and the Alberta Association of Registered Nurses, Edmonton.	C.T.A. HUTCHINGS
2.	A-45-72 International Cooperage Ltd., Lloydminster, Alberta and the Oil, Chemical and Atomic Workers International Union, Local 9-658, Edmonton.	C.T.A. HUTCHINGS
3.	A-46-72 Advance Plastering Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary.	W.M. PANGRASS
4.	A-46A-72 Alpine Drywall & Decorating Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary.	W.M. PANGRASS

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5. A-46B-72
Herman Hess Plastering Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary. — W.M. PANGRASS

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6. A-46C-72
Modern Lathing Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary. — W.M. PANGRASS

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7. A-46D-72
Perfect Drywall Construction Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary. — W.M. PANGRASS

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8. A-46E-72
Hankel & Watson Lath and Plaster Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary. — W.M. PANGRASS

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9. A-46F-72
Frantz Patella Contracting Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary. — W.M. PANGRASS

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10. A-46G-72
Thiele Drywall Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary. — W.M. PANGRASS

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11. A-47-72
Horne & Pitfield Foods Ltd., Lethbridge and the Retail Clerks Union, Local 401, Edmonton. — L.Y. TAYLOR

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12. A-48-72
John Inglis Co. Limited, Calgary and the International Brotherhood of Electrical Workers, Local 254, Calgary. — L.Y. TAYLOR

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13. A-49-72
Alberta Plastering Contractors Association, Edmonton and the Operative Plasters' and Cement Masons' International Association, Local 372 Edmonton. — W.M. PANGRASS

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14. A-50-72
Grande Prairie Health Unit #20 and the Canadian Union of Public Employees, Local 1419, Edmonton. — C.T.A. HUTCHINGS

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15. A-51-72
Canadian Plumbing and Mechanical Contractors Association of Alberta and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the U.S.A. and Canada, Local 488, Edmonton. — I.J. FLYNN

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16. A-52-72
Sovereign Castings Ltd., Calgary and the Sovereign Castings Employees Association, Calgary. — L.Y. TAYLOR

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17. A-53-72
McGavin Toastmaster Limited, Calgary and the Bakery and Confectionery Workers International Union of America, Local 252, Calgary. — L.Y. TAYLOR

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18. A-54-72
Weston Bakeries Ltd., Calgary and the Bakery and Confectionery Workers International Union of America, Local 252, Calgary. — L.Y. TAYLOR

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19. A-55-72
MacDonald Consolidated Limited (Bakery), Calgary and the Bakery and Confectionery Workers International Union of America, Local 252, Calgary. — L.Y. TAYLOR

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20. A-56-72
Veteran Transfer Ltd., Edmonton and the General Teamsters Local 362, Edmonton. — C.T.A. HUTCHINGS

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21. A-57-72
Gallelli Construction Materials Limited, Calgary and the International Union of Operating Engineers, Local 955. — I.J. FLYNN

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22. A-58-72
Bristol Myers Canada Limited, Edmonton and the Retail Clerks Union, Local 401, Edmonton. — T.T. GROTHEN

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23. A-59-72
Northern Alberta Dairy Pool Ltd., Edmonton and the Alberta Brotherhood of Dairy Employees and Driver Salesmen, Edmonton. — T.T. GROTHEN

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24. A-60-72
Palm Dairies Ltd., Edmonton and the Alberta Brotherhood of Dairy Employees and Driver Salesmen, Edmonton. — T.T. GROTHEN

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25. A-61-72
Silverwood Industries Limited, Edmonton and the Alberta Brotherhood of Dairy Employees and Driver Salesmen, Edmonton. — T.T. GROTHEN

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26. A-62-72
Town of Leduc and the Leduc Police Association. — C.T.A. HUTCHINGS

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27. A-63-72
Domtar Construction Materials Ltd., Lloydminster and the Oil, Chemical, and Atomic Workers International Union, Local 9-658, Edmonton. — C.T.A. HUTCHINGS

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28. A-64-72
Gallelli Construction Materials Ltd., Calgary and the General Teamsters Local Union 362, Calgary. — I.J. FLYNN

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29. A-65-72
Independent Machinery Ltd., Calgary and the International Molders and Allied Workers Union Local 360, Calgary. — L.Y. TAYLOR

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30. A-66-72
Town of Coleman and the Canadian Union of Public Employees, Local 812. — W.M. PANGRASS

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31. A-67-72
Consolidated Concrete Limited, Calgary and the General Teamsters Local Union No. 362, Calgary. — L.Y. FLYNN

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32. A-68-72
Ralph M. Parsons Construction Co. of Canada Ltd., Los Angeles, California and the General Teamsters Local Union No. 362, Calgary. — H.J.H. LIBKE

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33. A-69-72
Catalytic Enterprises Limited, Sarnia, Ontario and the General Teamsters Local Union No. 362, Calgary. — H.J.H. LIBKE

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34. A-70-72
Canadian Bechtel Limited, Toronto, Ontario and the General Teamsters Local Union No. 362, Calgary. — H.J.H. LIBKE

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35. A-71-72
Stearns-Roger Canada Ltd., Denver, Colorado and the General Teamsters Local Union No. 362, Calgary. — H.J.H. LIBKE

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36. A-72-72
Fluor Corporation Ltd., Los Angeles, California and the General Teamsters Local Union No. 362, Calgary. H.J.H.LIBKE

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37. A-73-72
Delta Projects Limited, Calgary, Alberta and the General Teamsters Local Union No. 362, Calgary. H.J.H. LIBKE

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38. A-74-72
Pritchard Canadian Limited, Kansas City, Missouri and the General Teamsters Local Union No. 362, Calgary. H.J.H. LIBKE

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39. A-75-72
Refinery Engineering Limited, Calgary and the General Teamsters Local Union No. 362, Calgary. H.J.H. LIBKE

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40. A-76-72
Timcon Construction Limited, St. Albert, Alberta and the United Brotherhood of Carpenters and Joiners of America, Local Union 2410, Red Deer, Alberta. W.M. PANGRASS

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41. A-77-72
Alberta Alarm Co., Edmonton and the International Brotherhood of Electrical Workers, Local 424, Edmonton. T.T. GROTHEN

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42. A-78-72
Banner Sand & Gravel, Edmonton and the International Union of Operating Engineers, Local 955. T.T. GROTHEN

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43. A-79-72
Northwest Nitro-Chemicals Ltd., Medicine Hat, Alberta and the Oil, Chemical & Atomic Workers Union 9-693, Medicine Hat. L.Y. TAYLOR

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44. A-80-72
Royal Canadian Legion #102 Branch, Calgary and the Hotel & Restaurant Employees & Beverage Dispensers Union Local 265, Calgary. L.Y. TAYLOR

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45. A-81-72
Western Grocers Limited, Calgary and the Driver, Salesmen, Plant, Warehouse and Cannery Employees, Local Union No. 987, Calgary. W.M. PANGRASS

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46. A-82-72
Southern Alberta School Authorities Association, Foremost, Alberta and the Alberta Teachers Association, Edmonton, Alberta. — H.N. GRAHAM

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47. A-83-72
ESB Canada Limited, Calgary and the International Chemical Workers Union Local 594, Calgary. — L.Y. TAYLOR

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48. A-84-72
County of Forty Mile No. 8 Foremost, Alberta and the Canadian Union of Public Employees Local 70, Lethbridge. — W.M. PANGRASS

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49. A-85-72
Alberta Construction - Labour Relations Association, Ironworkers (Steel Erectors) Trade Division, Edmonton and the International Association of Bridge, Structural & Ornamental Ironworkers, Local 720, Edmonton and 725 Calgary, Alberta. — T.T. GROTHEN

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50. A-86-72
Stramit Corporation Limited, Innisfail, Alberta and the United Brotherhood of Carpenters and Joiners of America, Local 2410, Red Deer, Alberta. — L.Y. TAYLOR

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51. A-87-72
The City of Lethbridge and the International Union of Operating Engineers, Local 955, Calgary. — H.N. GRAHAM

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52. A-88-72
Alberta Construction Labour Relations Association, Ironworkers (Reinforcing) Trade Division, Edmonton and the International Association of Bridge, Structural & Ornamental Ironworkers, Local 720 Edmonton and 725 Calgary. — C.T.A. HUTCHINGS

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53. A-89-72
Beny Chevrolet Oldsmobile, Lethbridge and the International Association of Machinists and Aerospace Workers, Local Lodge 1722, Calgary. — W.M. PANGRASS

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54. A-90-72
King Chrysler Dodge Limited, Lethbridge and the International Association of Machinists and Aerospace Workers, Local Lodge 1722, Calgary. — W.M. PANGRASS

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55. A-91-72
Red Deer Auxiliary Hospital & Nursing Home District #14 (Operators of Valley Park Nursing Home) Red Deer and the Canadian Union of Public Employees, Local 838, Calgary. — L.Y. TAYLOR

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56. A-92-72
Canadian Linen Supply Company Limited, Calgary and the Driver Salesmen, Plant, Warehouse and Cannery Employees, Local Union #987, Calgary. — W.M. PANGRASS

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57. A-93-72
Firestone Tire & Rubber Company of Canada Limited, Calgary and the United Rubber, Cork, Linoleum and Plastic Workers of America, Local 635, Calgary. — L.Y. TAYLOR

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58. A-94-72
Ferguson Supply (1970) Limited, Calgary and the International Association of Machinists and Aerospace Workers, Local 1722, Edmonton. — I.J. FLYNN

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59. A-95-72
A.I.M. Steel Limited, Edmonton and the International Association of Bridge, Structural and Ornamental Iron Workers, Shopmen's Local Union No. 776, Edmonton. — C.T.A. HUTCHINGS

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60. A-96-72
Whynot Construction Limited, Calgary and the International Brotherhood of Painters and Allied Trades, Local 583, Calgary. — I.J. FLYNN

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61. A-97-72
Fenley Machine & Welding Limited, Grande Prairie and the International Woodworkers of America, Local 1-207, Edmonton. — T.T. GROTHEN

SYNOPSIS OF DISPUTES SETTLED

AT CONCILIATION OFFICER STAGE

APRIL 1st, 1972 to JUNE 30th, 1972

DISPUTE — CONCILIATOR

1. A-30-72
The Alberta Association of Registered Nurses, Edmonton and Minburn-Vermilion Health Unit, Vermilion. — T.T. GROTHEN

BASIS OF SETTLEMENT:

1. Wages:

	April 1, 1972						April 1, 1973					
	Basic	1	2	3	4	5	Basic	1	2	3	4	5
Registered Nurse Without D.P.H.N.	555.	580.	605.	635.	665.	695.	590.	615.	645.	675.	705.	740.
Registered Nurse With D.P.H.N.	650.	680.	710.	745.	780.	815.	690.	720.	755.	790.	825.	865.
Registered Nurse With B. Sc.	680.	710.	745.	780.	815.	855.	720.	755.	790.	825.	865.	905.

2. Term of Agreement:

Two (2) years - April 1, 1972 to March 31, 1974.

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2. A-31-72
The Alberta Association of Registered Nurses, Edmonton and Wetoka Health Unit, Wetaskiwin. — T.T. GROTHEN

BASIS OF SETTLEMENT:

1. Wages:

		Basic	1	2	3	4	5
Registered Nurse Without D.P.H.N.	1972	550.	575.	600.	630.	660.	690.
	1973	585.	610.	640.	670.	700.	735.
Registered Nurse With D.P.H.N.	1972	660.	690.	720.	755.	790.	825.
	1973	705.	740.	775.	810.	850.	890.
Registered Nurse With B. Sc.	1972	680.	710.	745.	780.	815.	855.
	1973	725.	760.	795.	830.	870.	910.

2. Term of Agreement:
Two years - April 1, 1972 to March 31, 1974.

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3. A-34-72
The Civic Service Union Local 52, C.U.P.E., Edmonton and Edmonton Public Library Board, Edmonton, Alberta. — C.T.A. HUTCHINGS

BASIS OF SETTLEMENT:

1. Wages:

28 Nov. 71 - Increase of 4% across the board.
3 Sept. 72 - Increase of 3½% across the board.

Addition of new classification - Part-time employees. (Student Pages)
Rates per hour: $1.03 $1.12 $1.20 $1.28 $1.37

2. Vacation Pay:
3 weeks in second year of employment.

3. Statutory Holidays:
½ day added (Citizens Day at Fair).

4. Miscellaneous:
Grievance procedure written into contract.

5. Term of Agreement:
November 28, 1971 to March 31, 1973

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4. A-36-72
The International Brotherhood of Pulp, Sulphite & Paper Mill Workers, Local 855, Hinton and North Western Pulp & Power Ltd., Hinton. T.T. GROTHEN

BASIS OF SETTLEMENT:

1. Wages:

March 1, 1972 - 7½% with a minimum of .30¢ per hour.
March 1, 1973 - 7½%

2. Job Evaluation:

"During the life of this Agreement a one-time Job Evaluation Plan will be implemented on the following basis:

(a) A factor analysis Job Evaluation Plan will be developed to assess the wage rates for all classifications save and except those of Manintenance personnel. The Plan will be similar to that used in the Pulp and Paper industry in British Columbia.

(b) The Job Evaluation Plan is to be a one-time only review of the relationship of the various classifications.

(c) The mutually approved results of the Job Evaluation Plan review are to be implemented effective March 1st, 1973. Any upward wage adjustments arising from the Job Evaluation Plan review will be implemented effective March 1st, 1973, and any downward wage adjustments arising from the Job Evaluation Plan review will be implemented effective March 1st, 1973 and will be executed according to the formula for downward adjustments as contained in Exhibit "B", Job Evaluation Plan, Section 2 - The Scope and Limitations of the Program, paragraph (b) (vi) Downward Adjustments, the 1970-73 Standard Labour Contract in effect in the British Columbia Pulp and Paper industry.

(d) Job Evaluation Plan administrative procedures and step value to be as mutually agreed between the parties upon the recommendations of the technical consultants retained to conduct the Job Evaluation Plan review.

(e) Incumbents of classifications recently included in the bargaining unit by reason of the recent variance of Certificate No. 11-57 held by the International Brotherhood of Pulp, Sulphite and Paper Mill Workers, Local 855 with effect of March 30th, 1972 will have their positions evaluated through the above-described Job Evaluation Plan. The present salary rates paid to these employees will be converted to hourly wage rates for the purposes of the Job Evaluation Plan review. This will be done by dividing the monthly salary rate by 173 and converting this amount to the nearest cent ($.005 and over will be considered as $.01). Any upward pay adjustments to this group of former salaried employees arising from the Job Evaluation Plan review will be implemented effective April 1st, 1972. Any downward adjustments arising from the Job Evaluation Plan review

will become effective coincident with the date of the next general wage increase, namely March 1, 1973. If the downward adjustment is in excess of the general wage increase of March 1, 1973, the balance of the downward adjustment will be made at the time of the next following general wage increase.

It is understood that the mutually agreed findings of the Job Evaluation Plan review will establish the pattern of job relationships of these positions to the base rate and that they will not be re-evaluated at the time of the Job Evaluation Plan review of the other positions in the bargaining unit effective at March 1, 1973.

Also, it is agreed that all other terms and conditions of employment applicable to these former salaried positions as negotiated between the Parties and covered under the Labour Agreement, will become effective at the earliest possible time following April 1st, 1972."

3. Health & Welfare:

Effective January 1st, 1973 the benefit applicable under the Company (guaranteed) portion of the Company Retirement Benefit Plan will be increased to:-

(a) 1.0% of the earnings of the employee each year up to the Yearly Maximum Pensionable Earnings under the Canada Pension Plan for that year, plus

(b) 1.3% of the amount, if any, by which the employee earnings each year exceed the Yearly Maximum Pensionable Earnings under the Canada Pension Plan for that year.

Group Insurance Program

Effective June 1st, 1972 the Group Life Insurance benefit under the existing plan is to be increased from $12,000 to $14,000 and the premium costs will be paid for 70% by the Company and 30% by the employee.

Extended Benefits Program

Effective June 1, 1972 an Extended Benefits Program will be installed under the Alberta Blue Cross Plan to complement the existing Alberta Health Care Insurance Plan. The cost of the Extended Benefits Program is to be borne 70% by the Company and 30% by the employee.

4. Term of Agreement:

Two (2) years - March 1, 1972 to February 28, 1974.

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5. A-40-72
The Alberta Association of Registered Nurses, Edmonton and Vegreville Health Unit, Vegreville, Alberta. C.T.A. HUTCHINGS

BASIS OF SETTLEMENT:

1. Wages:

	1 April 1972						1 April 1973					
R.N.	555	580	605	635	665	695	590	615	645	675	705	740
R.N. (D.P.H.N.)	650	680	710	745	780	815	690	720	755	790	825	865
R.N. (B.Sc.)	680	710	745	780	815	855	720	755	790	825	865	905

2. Term of Agreement:

Two years - April 1, 1972 to March 31, 1974.

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6. A-41-72
The General Teamsters Local Union No. 362 and Consolidated Concrete Ltd., Calgary. L.Y. TAYLOR

BASIS OF SETTLEMENT:

1. Wages:

	Previous Rate	April 1, 1972	April 1, 1973
Low	$3.95	$4.45	$4.85
High	4.35	4.85	5.25

2. Vacation Pay:
Three (3) weeks' vacation after six (6) years or more of service.

3. Statutory Holidays:
Add: "If an employee works ten (10) days in a thirty calendar day prior to one of the recognized holidays in this agreement, or ten (10) days in a thirty calendar day period following such statutory holiday, he shall be entitled to that holiday with pay."

4. Miscellaneous:

Seniority -- (Contract & Hired Trucking) -- "Providing employees are available, all suitable company owned equipment must be used before additional equipment can be leased or hired."

Health & Welfare -- Company provide Union with Letter of Understanding that Improved Company Health & Welfare Plan will be instituted as soon as possible but no later than October 1, 1972.

5. Term of Agreement:
April 1, 1972 to March 31, 1974.

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7. A-42-72
The Canadian Union of Public Employees, Local 474, Edmonton and Edmonton School District No. 7, Edmonton. T.T. GROTHEN

BASIS OF SETTLEMENT:

1. Wages:

January 1st, 1972 - 7½% increase across the board.
January 1st, 1973 - 6% increase across the board.

2. Vacation Pay:

4 weeks vacation after 12 years service effective January 1st, 1973. 3 additional days vacation if no such days are used. If an employee is absent due to sickness or accident for a period of 90 consecutive calendar days he will not accumulate any sick or vacation leave until he returns to work.

3. Miscellaneous:

Sick Leave - 22 working days per year with 100% accumulation of unused sick leave to a maximum of 60 days, thereafter 50% accumulation to a maximum of 175 days.

4. Term of Agreement:

2 years - January 1st, 1972 to December 31st, 1973.

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8. A-44-72
The Alberta Association of Registered Nurses, Edmonton and Grande Prairie Health Unit, Grande Prairie, Alberta. C.T.A. HUTCHINGS

BASIS OF SETTLEMENT:

1. Wages:

	1 April 72						1 April 73					
R.N.	552	579	606	630	666	697	588	617	645	671	709	742
D.P.H.N.	627	657	686	718	752	786	668	700	731	765	801	837
B. Sc.	657	687	718	752	786	823	700	732	765	801	837	876

2. Term of Agreement:
Two years - April 1, 1972 to March 31, 1974.

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9. A-45-72
The Oil, Chemical and Atomic Workers International Union, Local 9-658, Edmonton and International Cooperage Ltd., Lloydminster, Alberta. C.T.A. HUTCHINGS

BASIS OF SETTLEMENT:

1. Wages:

18 Feb. 72 - 8% increase
18 Feb. 73 - 7% increase

2. Statutory Holidays:

Civic Holiday added.

3. Hours of Work:

Work week reduced to 42.5 hours 1st year and 41.25 hours 2nd year.

4. Miscellaneous:

Shift premium increased to .12¢ per hour.

5. Term of Agreement:

Two years - February 18, 1972 to February 17, 1974.

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10. A-47-72
The Retail Clerks Union, Local 401, Edmonton and Horne & Pitfield Foods Ltd., Lethbridge. L.Y. TAYLOR

BASIS OF SETTLEMENT:

1. Wages:

	All Classifications	Over Road Drivers
March 17/72	35¢ per hour	11.4¢ per mile
March 17/73	30¢ per hour	12.6¢ per mile
March 17/74	25¢ per hour	13.6¢ per mile

Shift Differential - 14¢ per hour for shifts other than normal day shift.

Time and ½ the mileage rate for miles over 400 in 1 day.

2. Vacation:
3 weeks after 5 years
4 weeks after 21 years (1972)
4 weeks after 20 years (1973)
4 weeks after 19 years (1974)

3. Hours of Work:

Schedule of shifts posted weekly. 48 hours notice in event of change, (except emergencies)

Working Week - 40 hours in 5 x 8 hour days with Saturday or Monday off.

4. Miscellaneous:

Female Classification deleted; replaced by Cashiers, Produce Packers, & Repack Hands.

Sick Pay - From 4th day of sickness.

5. Term of Agreement:

Three years - March 17, 1972 to March 16, 1975.

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11. A-50-72

The Canadian Union of Public Employees, Local 1419, Edmonton and Grande Prairie Health Unit #20, Grande Prairie, Alberta. C.T.A. HUTCHINGS

BASIS OF SETTLEMENT:

1. Wages:
   1 April 71 - Increase of 5% across the board.
   1 April 72 - Increase of 6% across the board.
   Long service increment (10 years) $25.00 per month.
2. Union Security:
   Rand formula
3. Vacation Pay:
   15 working days after 1 year.
   20 working days after 3 years.
   25 working days after 10 years.
4. Statutory Holidays:
   Eleven and one-half days.
5. Hours of Work:
   Forty hour week.
6. Miscellaneous:
   Clothing Allowance, Dental Hygienist and Dental Assistant $50.00 per annum.
7. Term of Agreement:

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12. A-52-72

Sovereign Castings Employees Association, Calgary and Sovereign Castings Ltd., Calgary. I.J. FLYNN

BASIS OF SETTLEMENT:

1. Wages:

	Sept. 1/71	March 1/72	Sept. 1/72
Low	$2.42	$2.60	$2.75
High	$3.99	$3.93	$4.04

2. Term of Agreement:

March 1, 1972 to February 28, 1973.

13. A-56-72
The General Teamsters Local 362, Edmonton and Veteran Transfer Ltd., Edmonton. C.T.A. HUTCHINGS

BASIS OF SETTLEMENT:

1. Wages:

1 May 1972 - $3.54 per hour
Wait & Layover - $2.75 per hour
Mileage rate ½¢ per mile increase.

2. Term of Agreement:

1 year - May 1st, 1972 to April 30th, 1973.

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14. A-57-72
The International Union of Operating Engineers, Local 955 and Gallelli Construction Materials Limited, Calgary. I.J. FLYNN

BASIS OF SETTLEMENT:

1. Wages:

	March 1/71	May 1/72	May 1/73
Low	$3.90	$4.35	$4.80
High	$4.70	$5.15	$5.60

Learner Rates: 25¢ per hour below rates for first season operators.
Applies to unlicensed trades and first 3 groups only.
Learner: skill and ability is unknown.

2. Term of Agreement:

Two years - May 1, 1972 to May 1, 1974.

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15. A-58-72
The Retail Clerks Union, Local 401 and Bristol Myers Canada Limited, Edmonton. T.T. GROTHEN

BASIS OF SETTLEMENT:

1. Wages:

April 15, 1972 - 26¢ cents per hour across the board.
April 15, 1973 - 26¢ cents per hour across the board.

2. Term of Agreement:

Two years - April 15, 1972 to April 14, 1974.

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16. A-59-72
The Alberta Brotherhood of Dairy Employees and Driver Salesmen, Edmonton, and Northern Alberta Dairy Pool Ltd., Edmonton. T.T. GROTHEN

BASIS OF SETTLEMENT:

1. Wages:

Male employees - $65.00 per month effective May 1, 1972 and $40.00 per month effective May 1, 1973.
Commissions, Retail Salesmen - one cent per unit on all units sold between 6001 and 10,000 units per month.
- two cents per unit on all units sold over 10,000 units per month.

Female employees -	May 1, 1972	May 1, 1973
1st 6 months	389.00	412.00
2nd 6 months	403.00	427.00
After 12 months	417.00	442.00
After 24 months	430.00	456.00

2. Union Security:

Maintenance of membership to include temporary help during the months of May, June, July, August & September.

3. Miscellaneous:

Shift Differential
May 1, 1972 - 16¢ per hour
May 1, 1973 - 20¢ per hour

4. Term of Agreement:

Two years - May 1, 1972 to April 30, 1974.

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17. A-60-72
The Alberta Brotherhood of Dairy Employees and Driver Salesmen, Edmonton, and Palm Dairies Ltd., Edmonton. T.T. GROTHEN

BASIS OF SETTLEMENT:

1. Wages:

Male employees - $65.00 per month effective May 1, 1972, and $40.00 per month effective May, 1973.
Commissions, Retail Salesmen - one cent per unit on all units sold between 6001 and 10,000 units per month.
- two cents per unit on all units sold over 10,000 units per month.

Female employees -	May 1, 1972	May 1, 1973
1st 6 months	389.00	412.00
2nd 6 months	403.00	427.00
After 12 months	417.00	442.00
After 24 months	430.00	456.00

2. Union Security:

Maintenance of membership to include temporary help during the months of May, June, July, August & September.

3. Miscellaneous:

Shift Differential
May 1, 1972 - 16¢ per hour
May 1, 1973 - 20¢ per hour

4. Term of Agreement:

Two years - May 1, 1972 to April 30, 1974.

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18. A-61-72
The Alberta Brotherhood of Dairy Employees and Driver Salesmen, Edmonton, and Silverwood Industries Limited, Edmonton. T.T. GROTHEN

BASIS OF SETTLEMENT:

1. Wages:

Male employees - $65.00 per month effective May 1, 1972 and $40.00 per month effective May 1, 1973.
Commissions, Retail Salesmen - one cent per unit on all units sold between 6001 and 10,000 units per month.
- two cents per unit on all units sold over 10,000 units per month.

Female employees -

	May 1, 1972	May 1, 1973
1st 6 months	389.00	412.00
2nd 6 months	403.00	427.00
After 12 months	417.00	442.00
After 24 months	430.00	456.00

2. Union Security:

Maintenance of membership to include temporary help during the months of May, June, July, August & September.

3. Miscellaneous:

Shift Differential
May 1, 1972 - 16¢ per hour
May 1, 1973 - 20¢ per hour

4. Term of Agreement:

Two years - May 1, 1971 to April 30, 1974.

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19. A-63-72
The Oil, Chemical and Atomic Workers International Union, Local 9-658, Edmonton and Domtar Construction Materials Ltd., Calgary. C.T.A. HUTCHINGS

BASIS OF SETTLEMENT:

1. Wages:

May 1, 1972 - Increase .23¢ per hour
May 1, 1973 - Increase .22¢ per hour

2. Vacation Pay:

Four (4) weeks after 18 years service.

3. Statutory Holidays:

Civic Holiday added.

4. Miscellaneous:

Shift Differential increased 1¢ per hour.

Employee Benefits - Company participation increased to 65% from 50%.

5. Term of Agreement:

Two years - May 1, 1972 to April 30, 1974.

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20. A-64-72
The General Teamsters Local Union 362, Calgary and Gallelli Construction Materials Ltd., Calgary. I.J. FLYNN

BASIS OF SETTLEMENT:

1. Wages:

	Previous Agreement	April 1, 1972	April 1, 1973
High	$4.20	$4.70	$5.20
Low	4.00	4.50	5.00

2. Union Security:

Employees shall become members of the Union after thirty (30) calendar days of employment.

3. Hours of Work:

Saturday Work -- Double Time after the first four (4) hours.

4. Term of Agreement:

Two (2) years -- April 1, 1972 to March 31, 1974.

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21. A-76-72
The United Brotherhood of Carpenters and Joiners of America, Local Union 2410, Red Deer and Timcon Construction Limited, St. Albert. W.M. PANGRASS

BASIS OF SETTLEMENT:

All items as stated in the Alberta Construction Association Carpenters Agreement except for effective commencement date which is April 1, 1972 to March 31, 1973, except all monetary items and fringe benefits to be effective June 14, 1972.

1. Term of Agreement:

April 1, 1972 to March 31, 1973.

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22. A-77-72
The International Brotherhood of Electrical Workers, Local 424, Edmonton and Alberta Alarm Co. Edmonton. T.T. GROTHEN

BASIS OF SETTLEMENT:

1. Wages:

	May 1, 1972	May 1, 1973	May 1, 1974
Serviceman I	29¢ per hour	23¢ per hour	21¢ per hour
Serviceman II	30¢ per hour	22¢ per hour	20¢ per hour

Lead Hand - 10¢ per hour differential - Central Station operator in charge of shift 10¢ differential May 1, 1972 - increasing to 20¢, May 1, 1973.

2. Miscellaneous:

Mileage allowance 13¢ per mile with $1.50 daily minimum.
Subsistance increased from $11.00 per day to $13.25 per day.

3. Term of Agreement:

Three (3) years - May 1, 1972 to April 30, 1975.

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23. A-83-72
The International Chemical Workers Union, Local 594, Calgary and ESB Canada Limited, Calgary. — L.Y. TAYLOR

BASIS OF SETTLEMENT:

1. Wages:

	Previous Agreement	(30¢ per hour) June 1, 1972	(30¢ per hour) June 1, 1973
High	$3.83	$4.13	$4.43
Low	3.14	3.44	3.74

2. Vacation Pay:

Three (3) weeks vacation with pay after six (6) years service in 1972.
Four (4) weeks vacation with pay after seventeen (17) years service in 1972.
Four (4) weeks vacation with pay after sixteen (16) years service in 1973.

3. Miscellaneous:

Alberta Health Care & Blue Cross: Company shall not require any employee to pay additional premiums for above coverage as long as premiums do not exceed present level.

Weekly Indemnity: To be increased to $77.50 per week effective first day of month following ratification of agreement. Waiting time reduced to fifth day of illness.

4. Term of Agreement:

Two years - June 1, 1972 to May 31, 1974.

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DISPUTES REFERRED

TO A CONCILIATION BOARD

APRIL 1st, 1972 to JUNE 30th, 1972

DISPUTE	OFFICER
1. A-38-72 The Alberta East Central Health Unit, Stettler and Alberta Association of Registered Nurses, Edmonton.	C.T.A. HUTCHINGS

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2. A-39-72 The Sturgeon Health Unit, St. Albert, Alberta and Alberta Association of Registered Nurses, Edmonton.	T.T. GROTHEN

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UNSUCCESSFUL RECOMMENDATIONS*

UNDER SECTION 91 (1) (b)**

APRIL 1st, 1972 to JUNE 30th, 1972

	DISPUTE	CONCILIATION OFFICER
1.	A-33-72 C-E Natco Limited, Calgary and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 392, Calgary.	L.Y. TAYLOR
	* * * * * *	
2.	A-35-72 Alberta Roadbuilders Association, Edmonton and the International Union of Operating Engineers, Local 955, Edmonton.	T.T. GROTHEN
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3.	A-37-72 Western Canada Steel Ltd., Calgary and the United Steelworkers of America Local Union 6673, Calgary.	I.J. FLYNN
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4.	A-43-72 Old Dutch Foods, Ltd., Calgary and the Canadian Food and Allied Workers, Local 373, Calgary.	I.J. FLYNN
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5.	A-46-72 Advance Plastering Ltd., Calgary and the Operative Plasters' and Cement Masons' Local 324, Calgary.	W.M. PANGRASS
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6.	A-46A-72 Alpine Drywall & Decorating Ltd., Calgary and the Operative Plasters' and Cement Masons' Local 324, Calgary.	W.M. PANGRASS
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7.	A-46B-72 Herman Hess Plastering Ltd., Calgary and the Operative Plasters' and Cement Masons' Local 324, Calgary.	W.M. PANGRASS
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8.	A-46C-72 Modern Lathing Ltd., Calgary and the Operative Plasters' and Cement Masons' Local 324, Calgary.	W.M. PANGRASS
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* Successful Recommendations are included with Settlements of Disputes at the Conciliation Officer Stage.

** Pursuant to Section 91(1)(b) of The Alberta Labour Act the Conciliation Commissioner recommends that his Recommendation shall take the place of, and have the same effect as, an award of a Conciliation Board.

9. A-46D-72
Perfect Drywall Construction Ltd., Calgary and the Operative Plasters' and Cement Masons' Local 324, Calgary. W.M. PANGRASS

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10. A-46E-72
Hankel & Watson Lath & Plaster Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary. W.M. PANGRASS

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11. A-46F-72
Frantz Patella Contracting Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary. W.M. PANGRASS

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12. A-46G-72
Thiele Drywall Ltd., Calgary and the Operative Plasters' and Cement Masons', Local 324, Calgary. W.M. PANGRASS

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13. A-48-72
John Inglis Co. Limited, Calgary and the International Brotherhood of Electrical Workers, Local 254, Calgary. L.Y. TAYLOR

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14. A-53-72
McGavin Toastmaster Limited, Calgary and the Bakery and Confectionery Workers International Union of America, Local 252, Calgary. L.Y. TAYLOR

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15. A-54-72
Weston Bakeries Ltd., Calgary and the Bakery and Confectionery Workers International Union of America, Local 252, Calgary. L.Y. TAYLOR

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16. A-55-72
MacDonald Consolidated Limited (Bakery), Calgary and the Bakery and Confectionery Workers International Union of America, Local 252, Calgary. L.Y. TAYLOR

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17. A-65-72
Independent Machinery Ltd., Calgary and the International Molders & Allied Workers Union, Local 360, Calgary. L.Y. TAYLOR

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18. A-66-72
Town of Coleman and the Canadian Union of Public Employees, Local 812 W.M. PANGRASS

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19. A-67-72
Consolidated Concrete Limited, Calgary and the General Teamsters, Local Union No. 362, Calgary. — I.J. FLYNN

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20. A-80-72
Royal Canadian Legion #102 Branch, Calgary and the Hotel & Restaurant Employees & Beverage Dispensers Union Local 265, Calgary. — L.Y. TAYLOR

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21. A-81-72
Western Grocers Limited, Calgary and the Driver Salesmen, Plant, Warehouse and Cannery Employees, Local Union No. 987, Calgary. — W.M. PANGRASS

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DISPUTES CANCELLED

AT CONCILIATION OFFICER STAGE

APRIL 1st, 1972 to JUNE 30th, 1972

1. A-165-71
Graphic Arts Western Ltd., Calgary and the Lithograpers & Photo-engravers International Union Local 206, Calgary. — I.J. FLYNN

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2. A-205-71
Avalon Cleaners Ltd., Calgary and the Retail, Wholesale & Department Store Union Local 980, Calgary. — W.M. PANGRASS

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DISPUTES PENDING AT CONCILIATION

OFFICER STAGE AS AT JUNE 30th, 1972

DISPUTE NUMBER	DISPUTE NUMBER	DISPUTE NUMBER	DISPUTE NUMBER
A-207-71	A- 69-72	A- 79-72	A- 90-72
A-215-71	A- 70-72	A- 82-72	A- 91-72
A- 27-72	A- 71-72	A- 84-72	A- 92-72
A- 28-72	A- 72-72	A- 85-72	A- 93-72
A- 49-72	A- 73-72	A- 86-72	A- 94-72
A- 51-72	A- 74-72	A- 87-72	A- 95-72
A- 62-72	A- 75-72	A- 88-72	A- 96-72
A- 68-72	A- 78-72	A- 89-72	A- 97-72

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SUMMARY OF DISPOSITION OF DISPUTES

AT CONCILIATION OFFICER STAGE

APRIL 1st, 1972 to JUNE 30th, 1972

Conciliations pending as of April 1st, 1972	19
Appointments during the period	61
TOTAL	80

DISPUTES

Settled	23
Referred to a Conciliation Board	2
Referred to an Arbitration Board	0
Unsuccessful Recommendations Under Section 91 (1) (b)	21
Cancelled	2
Pending at June 30th, 1972	32
TOTAL	80

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SYNOPSIS OF CONCILIATION

BOARD AWARDS

APRIL 1st, 1972 to JUNE 30th, 1972

1. A-38-72
The Alberta Association of Registered Nurses, Edmonton and Alberta East Central Health Unit, Stettler.

Chairman - Mr. E. Lefsrud
Employer Member - Mr. C.W. Newton
Union Member - Mr. A.M. Melnyk

At a meeting of the Conciliation Board on June 28, 1972, settlement of the dispute was effected, making the issuance of a Conciliation Board Award unneccessary.

Basis of Settlement:

1. Long Term Service Increment:

   Qualifications for Long Term Service Increment reduced to nine (9) years.

2. Wages:

   Nurses with the Department of Public Health Nursing Certificates and Bachelor of Science Degrees would receive an increase of seven (7%) percent across the board during the first year and an additional six (6%) percent during the second year.

	Basic					
Registered Nurses - 1st year	$550	$575	$600	$630	$660	$690
Registered Nurses - 2nd year	$589	$615	$641	$673	$705	$736

3. Term of Agreement:

   Two years - April 1, 1972 to March 31, 1974.

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THE ALBERTA LABOUR ACT

V O T E S

SELECTION OF A BARGAINING AGENT

APRIL 1st, 1972 to JUNE 30th, 1972

	UNION	COMPANY	RESULT: EMPLOYEES VOTED
1.	The International Brotherhood of Pulp, Sulphite and Paper Mill Workers, Local Union 539, Calgary.	Dom-X Plastic Pipe Division of Dominion Gasket & Manufacturing Co. Ltd., Calgary.	AGAINST

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2.	The United Brotherhood of Carpenters and Joiners of America, Local Union 1325, Edmonton.	Delton Cabinet Company Ltd., Edmonton.	FOR

V O T E S

REVOCATION OF CERTIFICATION

APRIL 1st, 1972 TO JUNE 30th, 1972

	UNION	COMPANY	RESULT: EMPLOYEES VOTED
1.	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 146, Edmonton.	Murdock Production Ltd., Edmonton.	FOR

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2.	International Association of Bridge, Structural and Ornamental Iron Workers, Shopmen's Local 805, Calgary.	Indalex Limited, Calgary.	FOR

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V O T E S

STRIKE ACTION

APRIL 1st, 1972 to JUNE 30th, 1972

	UNION	COMPANY	RESULT
1.	A-242-71 The International Woodworkers of America, Local 1-206, Blairmore, Alberta.	Sungold Manufacturing Ltd., Calgary.	Employees Voted For.

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2.	A-5-72 The International Chemical Workers, Union Local 844, Calgary.	Iko Industries Ltd., Calgary.	Employees Voted For.

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3.	A-18-72 The Driver, Salesmen, Plant, Warehouse and Cannery Employees, Local Union No. 987, Calgary.	Chinook Beverages Limited, Lethbridge.	Employees Voted For.

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4.	A-21-72 The Driver, Salesmen, Plant, Warehouse and Cannery Employees, Local Union No. 987, Calgary.	Purity Bottling (1967) Limited, Lethbridge.	Employees Voted For.

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5.	A-24-72 The Creosote and Miscellaneous Employees Local Union No. 658, Calgary.	Domtar Chemicals Limited, Cochrane.	Employees Voted For.

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6.	A-25-72 The Creosote and Miscellaneous Employees Local Union No. 658, Calgary.	Domtar Chemicals Limited, Edmonton.	Employees Voted For.

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7.	A-33-72 The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, Local 392, Calgary.	C-E Natco Limited, Calgary.	Employees Voted For.

* * * * * *

8.	A-53-72 The Bakery and Confectionery Workers International Union of America, Local 252, Calgary.	McGavin Toastmaster Ltd., Calgary.	Employees Voted For.

* * * * * *

9.	A-54-72 The Bakery and Confectionery Workers International Union of America, Local 252, Calgary.	Weston Bakeries Ltd., Calgary.	Split Action. 17-17

* * * * * *

10.	A-55-72 The Bakery and Confectionery Workers International Union of America, Local 252, Calgary.	MacDonalds Consolidated Ltd. (Bakery Division), Calgary.	Employees Voted For.

* * * * * *

SECTION 80

APPLICATION FOR DECLARATION

AS TO SUCCESSOR RIGHTS

I S S U E D

APRIL 1st, 1972 to JUNE 30th, 1972

1. The International Brotherhood of Electrical Workers Union No. 1007, Edmonton and ITT Canada Limited, Edmonton.

   Varied to above from: "The International Brotherhood of Electrical Workers Union No. 424, Edmonton."

   Declaration Number: 8 - 72 Amended May 23, 1972.

* * * * * *

2. The United Cement, Lime and Gypsum Workers International Union, Local 513, Edmonton and BACM Limited, Truroc Gypsum Products Division, Edmonton.

   Varied to above from: "United Cement, Lime and Gypsum Workers International Union, Local 359, Edmonton."

   Declaration Number: 9 - 72 Amended June 7, 1972.

* * * * * *

SECTION 80

APPLICATION FOR DECLARATION

AS TO SUCCESSORS RIGHTS

R E F U S E D

APRIL 1st, 1972 to JUNE 30th, 1972

1. The Hotel and Restaurant Employees Union, Local 282, Calgary and The Noble Hotel, Calgary.

   Varied to above from: "Hotel and Restaurant Employees and Beverage Dispensers Union, Local 265, Calgary".

   Declaration No: 1 - 72 Application withdrawn by trade unions. June 19, 1972.

* * * * * *

STRIKES AND LOCKOUTS - ALBERTA

ARISING FROM

APRIL 1st, 1972 to JUNE 30th, 1972

1. A-206-71
Flextrac Nodwell Limited, Calgary and the International Association of Bridge, Structural and Ornamental Iron Workers, Shopmen's Local Union No. 805, Calgary.

Number of Workers:	212
Starting Date:	February 26, 1972.
Termination Date:	April 22, 1972.
Working Days Lost in 2nd Quarter:	15
Total Working Days Lost in 1972:	39
Man Days Lost in 2nd Quarter:	3,180
Total Man Days Lost in 1972:	8,268

* * * * * *

2. A-20-72
Catelli-Habitant Ltd., Lethbridge and the Canadian Food & Allied Workers, Local 1115, Calgary.

Number of Workers:	58
Starting Date:	April 4, 1972.
Termination Date:	April 11, 1972.
Working Days Lost in 2nd Quarter:	6
Man Days Lost in 2nd Quarter:	348

* * * * * *

3. A-33-72
C.E. Natco Ltd., Calgary and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, Local 392, Calgary.

Number of Workers:	125
Starting Date:	June 21, 1972
Termination Date:	-
Working Days Lost in 2nd Quarter:	-
Man Days Lost in 2nd Quarter:	-

* * * * * *

APPENDIX "A"

REASONS FOR DECISION

I. IN THE MATTER OF

The Alberta Labour Act

and

* United Steelworkers of America, Local 5220, Edmonton, Alberta. — Complainant

and

McCoy Bros. Ltd., Edmonton, Alberta. — Respondent

REASONS FOR DECISION

The Board received complaints from the complainant under section 87 of The Alberta Labour Act that the respondent had committed acts prohibited by section 84(1) by terminating the employment of Don Stefaniuk and William Wylie. The relevant part of section 84(1) is as follows:

> "84(1) Any person who by intimidation, by threat of loss of position or employment or by causing an actual loss of position or employment or by any other threat or act seeks to compel any person
>
> (a) .....
>
> (b) .....
>
> (c) to refrain
>
> (i) from engaging in any activities in support of a trade union or bargaining agent, or
>
> (ii) .....
>
> (iii) .....
>
> (iv) .....
>
> is guilty of an offence and liable on summary conviction to a fine of not more than $500."

The complainant at the time the Board held the hearing respecting the complaints was asking only for a directive that the respondent pay Stefaniuk and Wylie sums equal to wages lost by reason of their termination of employment.

* See No. 9, Page 26, 4th Quarter Bulletin. 1971.

The authority of the Board to order such remedy is set out in section 87(4) as follows:-

> "87(4) If on inquiry the Board is satisfied that an employer, trade union or other person is doing or has done any of the acts prohibited by sections 81 to 84, the Board
>
> (a) shall issue a directive directing the employer, trade union or other person to cease doing the act,
>
> (b) may in the same directive or in a subsequent directive order the employer, trade union or other person to rectify the act, and
>
> (c) may include a direction to pay an employee a sum equal to the wages lost by reason of his discharge contrary to section 84, subsection (1) within such time as may be fixed by the Board."

In accordance with section 87(2) the Chairman appointed an officer to inquire into the complaints and endeavour to arrange settlements. The officer was unable to arrange a settlement of the dispute and the Board held a hearing which commenced on January 10, 1972 and concluded on February 1, 1972. Following the conclusion of the hearing counsel for both parties submitted written arguments to the Board and later advised no further hearing was desired.

On October 11, 1962, the Board certified the McCoy Bros. Ltd. Employees Association as bargaining agent for the following units of employees of the respondent:-

> "All of the employees of McCoy Bros. Ltd. employed at its branch known as McCoy Bros. Ltd., in Edmonton, Alberta, excluding confidential employees, office help and supervisory personnel with the right to hire and fire."
>
> "All of the employees of McCoy Bros. Ltd. employed at its branch known as Scona Spring and Steering Service, in Edmonton, Alberta, excluding confidential employees, office help and supervisory personnel with the right to hire and fire."
>
> "All of the employees of McCoy Bros. Ltd. employed at its branch known as McCoy Bros. Spring Service, in Edmonton, Alberta, excluding confidential employees, office help and supervisory personnel with the right to hire and fire."

"All of the employees of McCoy Bros. Ltd. employed at its branch known as Brake Drum and Shoe Service, in Edmonton, Alberta, excluding confidential employees, office help and supervisory personnel with the right to hire and fire."

"All of the employees of McCoy Bros. Ltd. employed at its branch known as Edmonton Spring Works in Edmonton, Alberta, excluding confidential employees, office help and supervisory personnel with the right to hire and fire."

On the day the Board received the complaints, October 28, 1971, it also received an application from the United Steel Workers of America, Local 5220 for certification as bargaining agent for the following unit of employees of the respondent:-

"All employees employed at the following branches in Edmonton, namely, McCoy Bros. Ltd. at 149 Street and 112 Avenue; McCoy Bros. Ltd. at 10951 - 101 street; Scona Spring & Steering at 10132 - 80 Avenue; Brake, Drum & Shoe Service at 10939 - 101 Street and Edmonton Auto Spring Works at 95 Street and Jasper Avenue, excluding from all branches confidential employees, office help and supervisory personnel with the right to hire and fire."

The disposition of the application by the United Steel Workers of America, Local 5220 is not material to the complaints and reference to the application is made only for the reason it was mentioned in the evidence before the Board.

According to Stefaniuk's evidence he had been employed by the respondent from sometime in January, 1965 to October 25, 1971 when his employment was terminated at which time his rate of wages was $4.35 per hour for a 44 hour week. On termination he received one week's severance pay of approximately $191.00 gross. He had started his employment as an apprentice machinist and left as a journeyman machinist. There had been no complaints as to his work.

He became secretary-treasurer of the McCoy Bros. Ltd. Employees Association three or four months prior to October 25, 1971. On assuming office he found that there were not complete records regarding the disbursement of Association moneys. This led to considerable dissension between himself and others and the president of the Association. In fact Stefaniuk and others had requested the president to resign.

His evidence was also that the Association was attempting to negotiate a renewal of the collective agreement with the respondent and a number of meetings had been held at which the discussion was principally relative to the dissension

within the Association rather than negotiations. William McCoy, president of the respondent, at one meeting stated that the Association must straighten its matters out before there could be negotiations. At one meeting around October 10, 1971, G. Galan, controller of the respondent offered to assist the Association to straighten out its books. Stefaniuk refused this offer as it was an Association matter and not one of management. At the commencement of the last meeting called for the purpose of collective bargaining prior to October 25, 1971, the president of the Association asked permission to speak. The president dealt with the internal problems of the Association and while speaking demanded the respondent fire the other two (Stefaniuk and Wylie) or himself.

The witness admitted there was considerable discussion among some of the members regarding the president of the Association but to his recollection his participation in such discussion was mainly at lunch time or after work and only once during working hours on or about October 24, 1971.

Stefaniuk made application for membership in the United Steel Workers of America the evening of Thursday, October 21, 1971. He stated that on Friday, October 22, 1971 he was granted permission by a superior, Fritz Reichwald to be absent Monday morning, October 25, 1971. At that time he and Wylie attended at the office of counsel for Local 5220 in connection with the application for certification as bargaining agent received by the Board October 28, 1971. On returning to work at 1:00 p.m. on October 25, 1971 he worked one-half hour when his foreman advised him he was dismissed and instructed him to leave the building immediately. He did not know if any official of the respondent was aware he was a member of Local 5220 and he had no warnings regarding termination of employment.

Following termination Stefaniuk for some time made no effort to find employment other than one call at the offices of Canada Manpower. Eventually he requested assistance of Local 5220 in finding employment and the union was successful in placing him in about one week's time. He submitted that he was off work for approximately five weeks.

William Wylie had been employed by the respondent from November, 1969 to October 25, 1971, commencing as a helper and left as an apprentice at a wage rate of $2.85 per hour for a 44 hour week. On termination he received one week's severance pay. There had been only a few minor complaints regarding his work, the last possibly six months prior to termination of his employment.

In his evidence Wylie confirmed the evidence given by Stefaniuk relative to the dissension in the Association and the problems that had been experienced, both within the Association and in the efforts to carry on negotiations for a renewal of the collective agreement.

Wylie testified that he made application for membership in Local 5220 on the evening of Thursday, October 21, 1971. On Friday, October 22, 1971, at approximately 5:00 p.m. W. Boyd, Service Manager for the respondent, took Wylie to an office and William McCoy stated something to the effect that if the differences within the Association were not resolved he would have to take action which Wylie understood meant that he would be fired.

His evidence agreed with that of Stefaniuk that they were on the street outside the respondent's property signing up employees for membership in Local 5220 from 7:30 a.m. to 8:00 a.m. on the morning of Monday, October 25, 1971. His foreman and other company officers saw him engaged in this activity. He then accompanied Stefaniuk in visiting the office of the counsel for Local 5220. He stated Boyd on the evening of October 22, 1971, gave permission for his absence on the morning of October 25, 1971. He also stated that he had been absent once or twice without permission. He had received no warnings at any time regarding disciplinary action although he had been absent on one occasion for about a week following which his supervisor told him only to inform in the future when he, Wylie, was going to be away.

Wylie punched in after lunch on October 25, 1971 and worked one-half hour when Galan went into the office of Boyd and five minutes later Wylie was called into the office. Boyd asked questions relative to Local 5220 "coming in". Boyd

then fired Wylie stating that Galan had told him to think up a reason. Boyd stated Wylie could ruin a company by bringing in a union. He had received no warning relative to disciplinary action.

As well as calling at Canada Manpower Wylie actively endeavoured to obtain work, calling on various companies. He did have the opportunity to work about December 15, 1971, but chose not to accept this but rather to wait until early in January, 1972, when he could enrol in the Northern Alberta Institute of Technology in a course in connection with his apprenticeship.

Wylie testified that he had requested and received permission on Friday night, October 22, 1971, from Boyd to be absent on the morning of Monday, October 25, 1971.

Appearing as a witness for the respondent, Terry McCoy, Manager, Manufacturing Division, testified that he had had discussions with the plant superintendent relative to disruptions on the floor and had asked the superintendent on numerous occasions to speak to Stefaniuk and request him to curtail discussions. About one or two weeks before October 25, 1971 during working hours he had heard a loud discussion outside his office in the hall beside the counter. He went out and found five Association members in a very heated argument over "money misappropriations and so on." He asked them to remove the discussion from customer and working areas and go to the lunchroom which they did. He had entered the respondent's yard at 8:15 a.m. on October 25, 1971 and the superintendent informed him Stefaniuk did not have permission to be absent.

Boyd's evidence was that during the month before October 25, 1971, he had at various times asked Stefaniuk and Wylie who were involved in discussions for five or ten minutes after the coffee break to move on. On October 22, 1971, a meeting was held attended by William McCoy, Stan Wegnerowicz, Plant Superintendent, Boyd, Wylie and Stefaniuk. Following the meeting Boyd, Wylie and Stefaniuk talked for some time. Under examination Boyd stated he was positive he had not given either Stefaniuk or Wylie permission to be absent the morning of October 25, 1971

> The duly elected representatives of the Association sat at the meeting on October 21st, but were unable to proceed with the meeting because of internal strife among themselves. Their President stated that representatives on their directorate were undermining the confidence of the Executive and gave the Company an ultimatum that the Company must either fire the representatives or him. Mr. Nap. Brisson, their President, has served the employees faithfully as the President for six years.
>
> Since the Company is anxious to meet with the employees to negotiate a new contract for the benefit of the employees, and since the Association Directors are unable to bargain as a unit, we have no alternative but to take such steps as may be necessary to have the employees elect such new representatives as they see fit for the purpose of continuing with contract negotiations.
>
> This letter confirms a telephone report on this subject to Mr. Tom Grothen, a member of the Board's Conciliation staff."

Counsel for the complainant in his written arguments cited various cases heard by other Boards respecting unfair labour practices involving dismissal of employees as well as Hanes and Wawanesa Mutual Insurance Company, (1963) SCR 154.

Counsel for the respondent cited various decisions of courts which set out principles boards acting in a quasi-judicial manner must recognize in making decisions in matters such as those involved in the instant case and stressed particularly the comments of the Supreme Court of Canada in London Life Insurance Co. v. Lang Shirt Company Trustees (1929) SCR 117 as expressed by Mignault, J., on behalf of himself, Anglin, C.J.C. and Rinfret, J. as follows:-

> "In criminal cases this rule is often expressed by saying that the crime imputed must be proved to the exclusion of reasonable doubt. There is authority for the proposition that the same presumption of innocence from crime should be applied with equal strictness in civil as well as in criminal cases (Taylor, Evidence, 11th ed., vol. 1, par. 112, and cases referred to). Whether or not, however, the cogency of the presumption is as great in civil matters as in criminal law (a point not necessarily involved here), I would like to adopt the statement of the rule by Middleton J.A., in the court below, which appears entirely sound:
>
> ...While the rule is not so strict in civil cases as in criminal, I think that when a right or defence rests upon the suggestion that conduct is criminal or quasi-criminal, the Court should be satisfied not only that the circumstances proved are consistent with the commission of the suggested act, but that the facts are such as to be inconsistent with any other rational conclusion that the evil act was in fact committed. See Alderson, B., in Rex v. Hodge, (1838) 2 Lewin C.C. 227."

nor had he heard them say they would be absent. Although he was quite positive on these points he could recollect nothing whatsoever as to what the three had talked about.

He stated that about 1:30 p.m. on October 25, 1971, Galan instructed that Wylie be dismissed and that he told Wylie the reason was Wylie's disruption of the work.

Galan who was part of management's negotiation committee testified that in the first week of October, 1971, a very rough draft of proposals for a new agreement was received from the Association. A meeting of the negotiating committees was held on October 14 at which the proposals were reviewed and a second meeting was scheduled. The second meeting was held October 21. At that meeting the president of the Association, Nap Brisson, asked for time to speak. Brisson stated two members were undermining him and demanded that either they or he be fired.

William McCoy testified that at the meeting of October 21, 1971 the company could make no decision respecting the demand of Brisson that the two members of the Association or he be fired and the company was of the same opinion the next day. On October 22, 1971, McCoy had a meeting with Stefaniuk, Wylie and their two supervisors which lasted two or two and one-half hours. This was the meeting referred to by Boyd. McCoy stated that both Stefaniuk and Wylie were belligerent and unmoving and positively refused the respondent's assistance in solving the dispute within the Association. He was aware of the problems in production and had seen discussions being carried on on two occasions but left management of the plant to good managers. He also stated Stefaniuk and Wylie did not have permission to be absent on the morning of October 25, 1971.

Counsel for the complainant filed as evidence a copy of a letter dated October 22, 1971, from G. Galon to J.R. Hutton, Director of Labour Relations for the Board and it is felt necessary to quote the letter in full:-

> Re: McCoy Bros. Ltd. - Employee Association Agreement
>
> The last agreement with the Employees Association expired on September 1st, 1971. The Employees Demands were presented to us one month after the expiration of the Agreement, and a meeting was held between the Company and the Employees on October 14th. The next meeting was held on October 21st, 1971.

With reference to the above quotation from the decision of the Supreme Court of Canada it is interesting to note a later decision of the same Court referred to by counsel for the complainant as mentioned above. That decision quoted a statement made by Robertson C.J.O. in Earnshaw v. Dominion of Canada Insurance Company, (1943) O.R. 385:-

> "In a case of this nature, which is a civil action, but where it is necessary for the respondent to establish a breach of criminal law by the other side, the evidence must be substantially the same as would secure a conviction in the criminal courts."

The decision later quoted the same passage, from the judgement of Mignault, J. as is set out above and immediately followed such quotation with the following statement:-

> "With the greatest respect for the view expressed by Robertson C.J.O. in the Earnshaw case, supra, I do not think that the language above quoted establishes the rule that where in civil cases it is necessary to establish a breach of criminal law "the evidence must be substantially the same as would secure a conviction in the criminal courts". In fact it appears to me that Mignault, J. expressly dissociated himself from any such finding by saying that "the point is not necessarily involved here."

The Board did not feel itself compelled to accept the principle that the standard to be applied in respect of evidence in this case is that which applies to evidence in criminal actions even though the alleged action is one which could be cause for a summary conviction action. This position is also that of the Ontario Labour Relations Board which in the case of Retail, Wholesale and Department Store Union and National Automatic Vending Co. Ltd. 63 C.L.L. C. 1161 para 16,278 stated as follows:-

> "Counsel for the respondent argues that the complainant has failed to discharge the onus upon it under section 65 to prove by "substantial evidence" that Proudfoot was discharged contrary to The Labour Relations Act. The fact that the primary onus for establishing the merits of the complaint lies on the complainant, does not, of course, mean that the complainant is bound to demonstrate by direct evidence each and every fact or conclusion of fact upon which the issue in dispute depends. Reasonable and necessary inferences may and must be drawn from all the evidence adduced and that which is clearly inferable from the evidence is as much proved as if it had been established by direct evidence. As was

> pointed out by the Board in the Metropolitan Meat Packers Ltd. Case, CCH CANADIAN LABOUR LAW REPORTER, vol. 1, para. 16,230, the onus of proof resting on the complainant in a claim under section 65 of the Act is no greater than in an ordinary civil action, namely that to be successful a complainant must prove, by a preponderance of probability that the employer, has, in the manner alleged in the proceedings, discriminated against the employee contrary to the Act. (See also Hanes v. Wawanesa Mutual Insurance Company, (1963) 36 D.L.R. (2d) 718 (S.C.C.), where the Supreme Court of Canada recently settled the question that the burden of proof in civil cases involving quasi-criminal or criminal conduct is the standard in civil actions."
>
> The underlining is the Board's.

The Board therefore considered its decision could properly be based on "the preponderance of evidence" and in so doing fully reviewed the evidence submitted, the salient parts being summarized above.

There were basically no differences between the evidence of the witnesses; there was dissension in the Association, the president of the Association had demanded that either Stefaniuk and Wylie or he be fired; there had been discussion during working hours although there was some difference as to the extent of the disruption to work; the failure of meetings called for the purpose of negotiations progressing beyond discussion of Association problems; the offer of the company to assist the Association in straightening out its records which was refused; there were no material complaints regarding the work of Stefaniuk or Wylie.

The two principal matters in respect of which evidence differed was whether Stefaniuk and Wylie had permission to be absent the forenoon of October 25, 1971 and the reason for the termination of their employment.

Dealing with first matter, the direct testimony of the two men was that permission to be absent the morning of October 25, 1971 was given to Stefaniuk by Reichwald and to Wylie by Boyd.

In the case of Stefaniuk his evidence under oath was that Reichwald on October 22, 1971 had granted the permission. The respondent did not call Reichwald to refute this testimony although representatives of the respondent testified they had checked into the question and had been told by subordinate personnel that Stefaniuk had not been given permission. The Board must give consideration to the

fact that direct evidence was given by Stefaniuk while the only refutation of this was by way of hearsay evidence.

Wylie's evidence under oath was that Boyd on October 22, 1971 granted him permission for the absence from work. Boyd, under oath, testified that he had not granted such permission. Although the discussion during which Wylie testified the permission was given lasted for some considerable number of minutes Boyd was totally unable to recall any matter discussed, his memory failing him completely other than he was positive he had not granted the permission. The Board finds it difficult to understand how only one matter can be fixed so firmly in a person's mind where there was absolutely no recall as to any part of the discussion.

In any event, from the evidence submitted it appeared that the respondent had not looked on the occasional absence without permission too seriously as evidence was that Wylie had been absent without permission previously, on one occasion for a week, and his evidence was that he received no severe reprimand nor was any disciplinary action taken or warning of such action given.

With reference to the disruption of work resulting from discussions on the floor interrupting work the respondent, although it had through its supervisory personnel directed employees to return to work at times and had requested Stefaniuk to curtail his participation in such discussions, had not taken any disciplinary action nor had any warning of disciplinary action been given. The disruptions no doubt were of concern to the respondent but the Board is of the opinion the respondent did not consider the situation was one of extreme gravity as according to the evidence of Terry McCoy a short time before the dismissals he had directed a few men engaged in a heated argument during working hours to remove themselves from the public area in the plant and go to the lunchroom, rather than order them to return to work. There was no evidence that between that time and the dismissals had any disciplinary action been taken nor had any warning of disciplinary action been given to the offenders.

In the light of the circumstances set out in the preceding three paragraphs the Board is of the opinion that neither the absences on the morning of October 25, 1971 nor the disruptions of work without prior warning having been given was a just cause for the terminations of employment complained of and that neither was the real reason for the terminations.

The Board is satisfied that the matter of the dissension within the Association was of considerable concern to the respondent as evidenced by the letter of October 22, 1971, to J.R. Hutton and in particular the last four lines of the third paragraph of the letter, the offer of Galen to assist the Association in straightening out its books; the statement by William McCoy to Wylie that if the differences within the Association were not resolved he would have to take action which, as previously stated, Wylie understood he would be fired.

After carefully considering all evidence and the credibility of witnesses the Board is of the opinion that the preponderance of evidence and probability in this case requires a conclusion that the termination of employment of Stefaniuk and Wylie was a result of a desire on the part of the respondent to resolve the dispute within the Association. The terminations effectively compelled the two men to discontinue their activities in support of the Association which was, for the purposes of the Act, a trade union and a bargaining agent.

The Board is satisfied the respondent had done an act prohibited by section 84(1)(c)(i) of the Act and pursuant to section 87(4) of the Act will direct the employer to cease doing the act.

In assessing the wages lost by Stefaniuk by reason of his dismissal the Board took into consideration two facts, the severance pay he received and the fact that he took no active steps to mitigate his loss other than one call at Canada Manpower and pursuant to section 87(4) of the Act will direct the respondent to pay Don Stefaniuk the sum of $191.40, the equivalent of one week's wages.

Wylie did actively seek other employment, contacting various employers in addition to calling at Canada Manpower and did have an opportunity of employment approximately December 15, 1971. He chose to not accept this employment but rather

to wait until he could undertake technical instruction in relation to his apprenticeship. The Board considered that he was entitled to the wages lost only to December 13, 1971. Allowing for the severance pay paid him, he would be entitled to wages for six weeks and the Board will direct the respondent pursuant to section 87(4) of the Act to pay William Wylie the sum of $752.40.

Both men received, while employed, some form of incentive or bonus pay but as it is impossible to project what the amount of this would have been had employment continued the Board makes no assessment in this connection.

ISSUED at the City of Edmonton, in the Province of Alberta, this 19th day of April, 1972, by the Board of Industrial Relations and signed by its Acting Chairman.

II. IN THE MATTER OF

The Alberta Labour Act

and

* International Association of Machinists and Aerospace Workers, Local Lodge 1722, Edmonton, Alberta. — Complainant

and

Ferguson Supply (1970) Ltd., Calgary, Alberta. — Respondent

REASONS FOR DECISION

The Board on May 1, 1972, received a complaint from the complainant alleging the respondent contravened section 84 (1) of The Alberta Labour Act by the discharge of the following employees, the first seven named at its shop or shops in Edmonton and the last three named at its shop or shops in Calgary:

Lawrence Musey - mechanic - also Chiarman of the Ferguson Supply (1970) Ltd. Council of Employees and Chief Negotiator.

David Wild - 3rd year apprentice - also Vice Chairman of the Ferguson Supply (1970) Ltd. Council of Employees.

Ernie Faulkner - lead hand - also floor representative of the Ferguson Supply (1970) Ltd. Council of Employees.

John Dinnery - shipper.

Rodger Bernier - steamcleaner.

Ken Crighton - probationary foreman - past president of the Ferguson Supply (1970) Ltd. Council of Employees.

David Dick - parts counterman.

Ron Bealey - parts counterman - also negotiator for Ferguson Supply (1970) Ltd. Council of Employees.

Al Benjamin - mechanic.

Gary Dewald - apprentice.

A hearing was set for May 2, 1972 and in view of the short notice given the respondent, counsel requested an adjournment at the same time agreeing to the Board

* See No. 3, Page 34, 2nd Quarter Bulletin, 1972.

issuing a directive to the respondent to cease and desist from actions contrary to section 84 (1) of the Act. The Board issued such directive and continued the hearing on May 8, 1972.

The treasurer of the respondent, D. Newborn, in giving evidence outlined problems the respondent had faced in the past few months.

The respondent establishes a budget on annual, quarterly and monthly bases. In November, 1971, a night shift was instituted in the hope this would improve the respondent's financial position. It was anticipated this would increase production without a material increase in certain costs. It was later found that the financial position had not improved sufficiently and Mr. Newborn submitted that after receipt of the financial statement for the first quarter of 1972 which became available around April 15, 1972, the operations of the respondent were reviewed and certain decisions reached.

On March 28, 1972 the proposals of the Ferguson Supply (1970) Council of Employees (hereafter referred to as the Council) for a renewal of the collective agreement between the parties were submitted to the respondent who considered the proposals unresonable, the propsals representing a 35% increase while the respondent had offered 17%. The witness stated the negotiations had broken down on April 28, 1972, and that on reviewing the situation officials of the respondent decided to curtail operations in an endeavour to improve profitabliity by ceasing to handle certain lines, selling trade ins on an "as is" basis rather than incurring the expense of re-conditioning before sale and other steps including elimination of the night shift.

On much of the evidence submitted by the representatives of the respondent and by the former employees as to the course of events during the month of April, 1972 there was very little difference.

On April 3, 1972, following receipt of the proposals the President and General Manager of the respondent, L. Campbell, sent a letter to all employees enclosing a copy of the proposals of the Council. The letter expressed a feeling that

the proposals did not represent the true wishes of the employees and suggested the employees discuss them with their families and make their feelings know to their representatives. The letter referred to the shop charge out rate and that meeting the wage request would result in the respondent being placed in a non-competitive position. The letter concluded:

> "The decision to be discussed on Wednesday is:
>
> 1. The enclosed statement is an expression of your actual opinion as to additional wage and salary increases, which are justified for the ensuing year.
>
> 2. You will consider a reasonable increment in line with local competition and economic conditions.
>
> Please review this matter carefully, for the decision you reach may seriously affect you and your family."

The reference to Wednesday was to a negotiation meeting held on April 5, 1972. A further such meeting was held on April 7, 1972 and the last meeting was held on April 25, 1972 when the representatives of the Council gained the impression that the respondent was not prepared to negotiate further and D. Newborn suggested the dispute should go to conciliation.

A meeting of employees in Edmonton was called by management in the late afternoon of April 28, 1972 and was addressed by G. MacKinnon, Edmonton Branch Manager who read a prepared statement as follows:

> "We have been advised this morning that on Monday morning we will have a union in our organization.
>
> According to our Legal Advisors this is not so.
>
> We will not have a union in the organization until we have a supervised vote, supervised by the Alberta Labour Board and scrutinized by both parties.
>
> Now if you wish a union in this organization that is your own prerogative, but what I ask, and wish you to think over in your own minds is, What can a union do for you that the company can not.
>
> Obviously we are in error in not informing you of what the company is prepared to offer, which is as follows:
>
> 1. Group Insurance; Coverage based on twice-annual earnings; the Company pays 50% of the premium.
>
> 2. Major Medical: Sickness and accident charges <u>not</u> covered by Medicare; 50% paid by the Company.

3. Medicare: 50% paid by the Company.

4. Sick Leave: 12 days in any one calendar year; 4 days carried forward to the following year. After 7 days continuous illness the Company pays the employee 60% of his regular income tax free.

5. Long Term Disability: When an employee receives 60¢ of his earnings up to age 65, tax free.

6. Pension is available after three years service.

7. The Company pays 50% of all tuition fees and books for authorized educational courses.

8. Two weeks vacation after one year; three weeks vacation after six years of service.

WE NOW OFFER:

1. Two weeks vacation after one year; three weeks vacation after five years; four weeks vacation after fifteen years.

2. Half-day holiday to Edmonton employees during Klondike Days; Half-day holiday to Calgary employees during Exhibition and Stampede.

3. If an employee is injured on the job, the company guarantees 100% of his regular wages for sixteen weeks.

4. The Company now has granted a bonus of up to 5% per annum to employees until they reach the top of the category they are in, at which time they are reviewed for a new category.

5. Dependent Life Insurance; where the spouse is insured for $5,000 and each child for $1,000 - the company pays 50% of the premium cost.

6. Reduction of waiting period for pension from three to two years.

7. 17% wage increase over two years. The 17% wage increase applies to office staff as well as parts and service staff, whether they are members of the Association or not.

The afore-mentioned benefits are what your Association members were asked to present to you.

An analysis of our operations for the first quarter of 1972 shows a budget deficit of 1,200.000. consequently in line with our president's letter of April 2, 1972, in answer to submission received from your representative of the employees' council, and taking into consideration the increased cost of operations we deem it to be uneconomical to continue servicing equipment other than our own. This leaves us with no alternative but to cut-back on personnel which we pointed out to your representatives this morning they agreed. We advised that this would be done immediately they agreed.

We trust that the lay-offs we make today will be sufficient so that we may come in line with our revised forecast. In addition to the lay-offs we have discontinued the night shift even though we know that this will affect our customers relations with those who have become accustom with this added service we have offered.

I now ask you to go home and think this over and discuss it with your families.

If you have any questions, feel free to discuss them with us."

Following the meeting seven employees were given their cheques and advised of their termination. A similar meeting was held in the Calgary shop following which three employees were terminated.

L. Musey, in his evidence, outlined the foregoing in more detail and as well gave additional facts. The Council in preparing its proposals and during negotiations was in contact with N. Bezanson, Representative of the complainant, for assistance and guidance in preparing its proposals. Following the meeting of April 25, 1972, at which negotiations appeared to have broken down a meeting of the employees was held at which the respondent's offer was rejected. The meeting also decided to contact N. Bezanson with thom a meeting was arranged for April 26, 1972, at which employees signed application for membership cards and paid $2.00 each on account of initiation fees.

On the morning of April 27, 1972, he requested permission of his foreman for time off stating he wished to see about conciliation. In actual fact he visited N. Bezanson accompanied by D. Wild but knew that if he gave the real reason for requesting time off it would have been refused. Following this two applications for certification as bargaining agent were made, one being received by the Board on April 27, 1972 and the other on April 28, 1972. On April 28, 1972, L. Musey, D. Wild, G. MacKinnon and L. Campbell met in the boardroom and L. Campbell asked "where are we going" to which L. Musey replied "we are going nowhere" and advised L. Campbell of employees having joined the union and that the respondent would likely receive notice of the applications for certification on Monday (May 1, 1972). L. Campbell stated he was appalled at such treatment. Musey stated there had been no criticism of his work for forgetting to order parts once by one O'Brian, service manager. Musey, while washing up after work on April 28, 1972, was handed his cheque by his foreman, Bob Thomas, who

said he was very sorry it happened but gave no specific reason for the termination.

K. Crighton in his testimony stated he had been employed by the respondent on August 25, 1969 and had been appointed probationary foreman on March 1, 1972, at which time he was told if he was not satisfactory he could go back on the floor. He had been a strong supporter of some form of organization but took no active part in the Council or union subsequent to his promotion prior to which he had been the secretary-treasurer of the Council. He stated all but one of those terminated in Edmonton had been quite vocal in support of the Council. At a meeting at the Holiday Inn in March, 1972 called by management for representatives of an insurance company to outline a benefit plan he was opposed to the insurance plan and openly expressed his opinion. On April 28, 1972, G. MacKinnon handed him his cheque and stated it was part of the cut-back. K. Crighton felt he should have gone back on the floor rather than be terminated and stated eight or ten mechanics had been hired after he was hired. His opinion was that he was terminated because of his activities in connection with the Council.

David Harris, although not mentioned in the original complaint, appeared at the hearing and was examined and cross-examined by counsel.

He testified he had worked until May 1, 1972, when his foreman gave him his termination notice stating it couldn't be helped but the foreman gave no reason. He had been quite vocal in support of the union and he felt he was laid off because of his union activities. He had been asked on Friday, May 5, 1972 to return to work and on the following Sunday advised the respondent by phone he would not be in.

D. Wild testified he had been employed since October, 1971. He had been quite active in the Council being elected in January, 1972 recording secretary and on March 6, 1972, vice chairman. He had accompanied L. Musey to the union office on April 27, 1972 but had not requested permission to be absent on the assumption L. Musey had made the arrangements. G. MacKinnon gave him his cheque on April 28, 1972 and mumbled something D. Wild did not understand.

R. Bealey had been employed by the respondent for two years and was also laid off on April 28, 1972. He was a supporter of the Council and a vocal advocate

of a stronger stand being taken and had been elected secretary-treasurer of the Council.

J. Dinnery had been employed as a shipper since July 15, 1971 and was a member of the Council but did not become active nor attend meetings due to hours of work although he did attend the meeting at which it was decided to approach the respondent and the meeting at which applications for membership were signed. He had been checked regarding mistakes but called into the office only once over a mistake which management considered serious but was not in his opinion. At 5:30 p.m. on April 28, 1972, one Jackson called him into the office and handed him his cheque. Dinnery asked if it was because he was a good union man and the reply was a laugh.

E. Faulkner had been employed since June, 1967, except for three months and was shop floor representative for the Council. His work had not been criticized. At approximately 6:00 p.m. on April 28, 1972 he received a telephone call from G. MacKinnon who stated termination was due to the cur-back. One mechanic who had just received his tradesmen's qualification certificate and one mechanic who was still serving his 90 probationary period were retained.

G. Dewald had been employed as a 1st year apprentice since January 6, 1972. He became a member of the Council after the 90 day probationary period and was in favour of the organization. Complaints as to his work had been only on minor matters. His foreman gave him his termination notice on April 28, 1972 stating it was because of the cut-back. G. Dewald understood he could be rehired if work became available. Although he was a junior apprentice he was not the most recently hired.

A. Benjamin had been employed as a heavy duty mechanic since November 10, 1971 until April 28, 1972. He had been a member and a supporter of the Council although he felt it was not strong enough and that a union would be better. After the meeting on April 28, 1972, he was called to the office and told he was part of the cut-back. At the hearing he produced a temporary certificate as a journeyman and stated he had never been asked by the respondent to produce it. When he was employed he had a letter of reference from his former employer in Winnipag and had been hired on the basis of it. He has had a temporary certificate ever since coming to Alberta.

D. Dick had been employed since August 28, 1971. During his employment he had been late three times from one-half to one hour. He had been phoned at home twice

when late but apparently was never severely reprimanded for lateness. He had been a vocal supporter of the union among members of the Council. His employment was terminated April 28, 1972, and the reason given was a personal confrontation with J. Dinnery.

R. Bernier had been employed as a steamer since December 6, 1971 and was terminated April 28, 1972. He was advised by a friend after going home of his termination and phoned the shop office when he was told "he was on the list". He had never been warned as to his work and knew of no reason for his termination but thinks it could have been because he had voiced his thoughts regarding the union.

The evidence given by many of the witnesses was common on a number of points. There was a considerable backlog of work, sufficient to keep the staff employed for some time and in fact some overtime had been worked by the remaining staff. The respondent had in the past farmed out very little work with the exception of lathe work. Some of the witnesses had heard that four more apprentices were slated to be employed in June after completing their technical courses. The respondent to the knowledge of the witnesses had not in the past instituted a similar cut-back.

L. Campbell, President and General Manager of the respondent gave testimony similar to that of D. Newborn relative to the efforts to improve profitability and to that of L. Musey relative to the meeting of L. Musey, D. Wild, G. MacKinnon and himself on April 28, 1972. In his letter of April 3, 1972, Campbell stated "If this presentation is an accurate summation of your desires then my only option is to turn to organized labour". In explanation he testified that previously he had felt the Council was good but in view of the demands made no longer felt the same and that there would be better control with an International union. He stated the decision to cut-back had been partly made on April 3, 1972 and finalized after the meeting on April 28, 1972. Campbell stated that whether a person was supporting the Council or union was not taken into account when selecting those to be terminated. On being questioned respecting Harris he stated Harris had a lot of ability and had been sent to a school for further training at the expense of the respondent. As a result of information Campbell received from another employee he expected there would be trouble between that employee and Harris and Harris had been laid off to avoid the anticipated

trouble. He also agreed he had never before laid off this number of employees.

G. MacKinnon, Edmonton branch manager, testified that in selecting those to be laid off the service manager was called in and that Article 3.4 of the collective agreement was used as a guideline, involvement in the Council or union not being a factor. He made the following comments regarding the reasons for the terminations:

Crighton: felt he was not managerial material following the meeting in the Holiday Inn when he was insulting to the guest speaker. The principal factor was seniority.

Faulkner: seniority, respondent would no longer service Allison transmissions, Faulkner not satisfied with another's promotion, unco-operative and did not want to work overtime.

Musey: second junior mechanic, stated if he was not taken off night shift would quit, the deception in requesting time off on April 27, 1972.

Wild: it was thought he also used deception in taking off on April 27, 1972.

Bernier: junior employee on night shift which was being eliminated.

Dick: difficulty in getting him in on time.

Dinnery: supervisor checked him numerous times regarding errors in work.

Bealey: junior man, would be re-hired when work is available.

Benjamin: service manager advised that although he had been requested to do so Benjamin had never produced his ticket.

Dewald: junior man.

Under cross examination the witness did not deny that he did not know that Musey had not used the time he took off on April 27, 1972, for the purpose given his foreman.

Counsel for the respondent submitted that where an alternative remedy exists under a collective agreement the Board should not enquire into a complaint alleging unfair labour practices and cited two decisions of the Ontario Labour Relations

Board, Frank Kuntz and Pitt Street Hotel Ltd., C C H 1963, page 16,275 and United Brotherhood of Carpenters and Joiners of America and National Showcase Co. Ltd., C C H 1960, page 16,185 in support of this submission.

The Board reviewed the two cases and does not find that consideration must be given to any precedent that may have set as the circumstances are not similar. In the first case cited the complainant was a person within the scope of a collective agreement and in the second case the complainant was a trade union which was party to a collective agreement while in the instant case the complainant was only an applicant for certification as a bargaining agent with no access to the grievance procedures contained in the collective agreement between the respondent and the Council.

The question before the Board was whether there had in fact been a contravention of section 84 (1) of the Act or had the terminations been properly in accordance with Section 86 of the Act. The relavent part of section 84 (1) and section 86 are as follows:

> "84(1) Any person who by intimidation, by threat of loss of position or employment or by causing an actual loss of position or employment or by any other threat or act seeks to compel any person
>
> (a) .....
>
> (b) .....
>
> (c) to refrain
>
> (i) from engaging in any activities in support of a trade union or bargaining agent, or
>
> (ii) .....
>
> (iii) .....
>
> (iv) .....
>
> is guilty of an offence and liable on summary conviction to a fine of not more than $500."
>
> "86. Nothing in this Part detracts from or interferes with the right of an employer to suspend, transfer, lay off or discharge employees for proper and sufficient cause."

On examing the evidence before it there were several facts which did not seem consistent with a normal reduction in the work force as contemplated by section 86.

Dealing first with Musey, one of the reasons given by MacKinnon for his termination was the deception in requesting permission to leave work on April 27, 1972 for the purpose of seeing about conciliation when it was his intent to visit the representative of the applicant while MacKinnon did not deny that he knew nothing of this until it came out in the testimony of Musey at the hearing.

The same deception was given as the reason for terminating Wild, MacKinnon testifying that at the time he thought Wild had also incorrectly stated his reason for desiring time off while in actual fact Wild had made no request for time off. In view of the lack of knowledge of Musey's deception until later the Board cannot understand how the incorrect assumption respecting Wild could have been reached.

It appears that two mechanics junior to Faulkner were retained and although he had been working on Allison transmissions, such work being discontinued, there was no evidence he could not have performed other work.

At the time Crighton was promoted to probationary foreman, he was told that if he was not satisfactory he could return to the floor. When his position was eliminated by the cancellation of the night shift, rather than being transferred back to the floor, he was terminated while senior mechanics were retained.

There was direct conflict in the evidence as to whether Benjamin had been asked to produce his mechanic's certificate. The Board cannot understand a workman not producing his certificate when he possesses one as in this case.

In the case of Harris, management admitted his ability but despite this, terminated Harris in anticipation of trouble between him and another employee. No reason was given for the termination of Harris, an employee of considerable ability, rather than the other employee who was not named or identified.

The Board also must take cognizance of the fact that in no case was there any evidence of disciplinary action being taken against the employees for the reason given in some cases for their termination nor had any warning been given as to disciplinary action, also that of those concerned four were officers of the Council while

evidence was that with one exception all were vocal supporters of the Council, a strong organization or the union.

As is usual in cases of alleged unfair labour practices the Board must weigh the credibility of witnesses, the preponderance of evidence and probability. Using these criteria the Board is of the opinion that the termination of the employment of the employees was prompted by the course the negotiations with the Council took, the knowledge that the applicant had also filed with the Board an application for certification as bargaining agent and the vocal support given the Council and the union by the majority of the employees concerned.

The Board is satisfied the respondent had done an act prohibited by section 84 (1) (c) (i) of the Act.

Harris was terminated at the end of work on May 1, 1972 and late on May 5, 1972, was offered reinstatement. Although the manner in which reinstatement was offered could be questioned apparently Harris accepted it as a bona fide offer as he responded by telephone advising he would not at that time return to work. In view of the circumstances in this case it was the decision of the Board that the respondent would be directed to pay Harris an amount equivalent to wages he lost for four days.

The Board under section 87 (4) of the Act issued a directive directing that the respondent reinstate the employees and pay them amounts equivalent to wages lost by reason of their terminations of employment with the exception of Harris who was to receive the equivalent of four days pay. If the parties were not able to agree upon the amounts to be paid the employees within 14 days or such longer period as the parties agree upon the Board will hold a further hearing to determine the sums owing.

ISSUED at the City of Edmonton, in the Province of Alberta, this 23rd day of May, 1972, by the Board of Industrial Relations and signed by its Acting Chairman.